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CASTLE SQUARE PROJECT AGREEMENT

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CASTLE SQUARE PROJECT AGREEMENT

This Agreement dated as of _____ ___, 1990, is between the Castle Square Tenants' Organization, a Massachusetts corporation organized under M.G.L. c.180, P.O. Box 180956, Boston, Massachusetts 02118 ("CSTO"), Trebhershaw Limited Partnership, a Massachusetts limited partnership, having an address at Six Faneuil Hall Marketplace, Boston, Massachusetts 02109 ("Trebhershaw"), of which A.W.D. Corp., a Massachusetts corporation is the sole general partner ("Winn") (Trebhershaw and Winn together are sometimes referred to herein as "Trebhershaw"), and Ronald M. Druker and Philip J. Nexon, as trustees under the will of Bertram A. Druker, Suffolk Probate No. 515204, Donald B. Winer and Margaret Winer Sherin d/b/a Castle Square Associates, having an address at c/o The Druker Company, 50 Federal Street, Boston, Massachusetts, 02110. ("Druker") (collectively, Trebhershaw, Druker and CSTO are the "Parties").

ARTICLE I
BACKGROUND

Trebhershaw has entered into a purchase and sale agreement with Druker, dated March 1, 1989 (the "Purchase and Sale Agreement") to acquire from Druker a portion of certain land and buildings on approximately eight and seven tenths (8.7) acres of land bounded by Tremont Street, Herald Street, East Berkeley Street and Shawmut Avenue in the South End, Boston, Massachusetts and known as the Castle Square Project (the "Property"). There are 500 residential apartment units (the "Apartments"), a 382 car

parking garage (the "Garage") and approximately 53,000 square feet of commercial space (the "Commercial Space") located on the Property. Under the terms of the Purchase and Sale Agreement, Trebhershaw will acquire the Apartments and approximately 36,014 square feet of the Commercial Space (the "Project"). Under the terms of this Agreement, the land owned by Druker underlying and appurtenant to the Apartments and the portion of the Commercial Space to be acquired by Trebhershaw (collectively the "Land"), which is to be conveyed to Trebhershaw pursuant to the Purchase and Sale Agreement shall be conveyed to a non-profit entity which has been granted tax exempt status under Section 501(c) of the Internal Revenue Code and has been selected by CSTO, subject to the reasonable concurrence of Winn. The Land shall be leased to Trebhershaw on customary and commercially reasonable terms for similar ground leases permitting financing by the Boston Redevelopment Authority (the "BRA"), the Massachusetts Housing Finance Agency ("MHFA"), the United States Department of Housing and Urban Development ("HUD") or the Federal National Mortgage Association ("FNMA") (To the extent that MHFA, the BRA, HUD and FNMA are involved in the financing of the Project, they are hereinafter referred to collectively as the "Financing Agencies"). The Garage and the portion of the Commercial Space currently occupied by the A&P food store (the "A&P Store Parcel") are excluded from the sale to Trebhershaw.

The Project is located on portions of Parcel 1, so called, in the Castle Square section of the South End Urban Renewal Project Area consisting of Parcels 1A, 1B, 1C and 1D, together with the fee to the centerline of certain streets and ways and with the benefit of and subject to certain easements and is also subject to the terms and provisions of the Land Disposition Agreement dated March 12, 1965 and recorded with the Suffolk Registry of Deeds (the "Registry") in Book 7966, Page 385, all as described in the deed dated July 14, 1965 (the "Deed") from the Boston Redevelopment Authority (the "BRA") to Druker and as shown on a plan of land entitled "Property Disposition Plan" prepared by Whitman & Howard, Inc., Engineers, dated November 17, 1964 (revised December 2, 1964, March 10, 1965, April 29, 1965, May 13, 1965, June 24, 1965, and July 8, 1965), recorded with the Registry in Book 7966, Page 327.

The construction of the Project was financed with the proceeds of a loan insured under the provisions of Section 221(d)(3) of the National Housing Act of 1937.

The sale of the Project and the subdivision of the Property to permit Druker to retain the Garage and the A&P Store Parcel will require the approval of various federal, state and local governmental agencies including the following:

a. The approvals of the Boston Redevelopment Authority, including the approval for the subdivision of the Property to create a separate parcel for the Garage and the A&P Store Parcel and

the approval to alter certain restrictions on the use of the Garage (the "BRA Approval"); and

b. The approval of HUD for the transfer of the Project from Druker to Trebhershaw (the "HUD TPA Approval"), the approval by HUD of the plan of action for the Project (the "HUD POA Approval") in accordance with the requirements of Title II of the Housing and Community Development Act of 1987 ("Title II") and the approval by HUD of the management improvement and operations plan (the "HUD MIO Plan Approval") (collectively the "HUD Approvals").

In addition, the acquisition of the Project by Trebhershaw and the proposed renovations will, in large part, be funded through various federal, state, and local agencies which will require the following approvals:

a. The approval of HUD for the additional Section 8 subsidies for the Project (the "HUD Section 8 Approval") and the approval of HUD for a flexible subsidy loan for the Project (the "Flexible Subsidy Loan Approval");

b. The approval of MHFA for a mortgage loan (the "MHFA Loan") to be secured by the Project and the approval of MHFA of the discount of the existing mortgage debt on the Project (together the "MHFA

Approvals"). The closing on the MHFA loan in connection with the Project is referred to herein as the "MHFA Closing";

c. The approval of the Commonwealth of Massachusetts Executive Office of Communities and Development ("EOCD") for a $2,000,000 weatherization loan; and

d. The approval of a $2,000,000 capital improvement loan from the City of Boston to be funded through the Boston Redevelopment Authority.

Winn anticipates that it will arrange for the sale of the limited partnership interest in Trebhershaw (the "Syndication") to investor limited partners (the "Investor Limited Partners"). The closing on admission of the Investor Limited Partners to Trebhershaw is referred to herein as the "Syndication Closing".

CSTO wishes to ensure that the sale of the Project and the funds expended to renovate the Apartments and improve management of the Project result in maximum possible benefits to the tenants of the Project. Among CSTO's goals are the following:

a. creation of a management structure for the Project to assure that management of the Project is undertaken with the best interests of the residential tenants in mind;

b. the creation of the financial resources and the opportunity to permit CSTO to acquire the Project on the terms specified in this Agreement; and

c. creation of sufficient and secure parking for the tenants of the Project.

Among Winn's goals are to acquire, rehabilitate and operate the Project in accordance with the policies and procedures of the Financing Agencies in such a manner that will enable Winn to achieve reasonable profits, to provide housing management services to the residents of the Project, and to maintain the Project in a physically sound and fiscally prudent manner. Winn and Druker desire to obtain the support of CSTO for their efforts to secure the necessary public approvals and public funds to complete the sale and rehabilitation of the Project and CSTO wishes to lend its support to those efforts on the terms set forth in this Agreement.

In consideration of the promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSTO, Druker and Winn have reached the agreements and understandings contained herein.

ARTICLE II
GENERAL UNDERSTANDINGS

Section 2.1. Recognition of CSTO as Sole Legitimate Representative of the Residents of the Project. Winn and Druker recognize and acknowledge that CSTO is the sole legitimate representative of the residents of the Project. Winn and Druker will not engage in any activity contesting CSTO's role as sole representative of the tenants at the Project and will exercise

good faith in all of their dealings with CSTO in the implementation of this Agreement. Winn and Druker recognize the right of CSTO to select its own technical assistance personnel and to designate its own tenant and/or technical representatives in all dealings with Winn, Druker, governmental agencies or any third parties interested in the Project.

CSTO agrees to operate in accordance with its articles of organization and by-laws.

Section 2.2. Legally Binding Agreement. The agreements and undertakings set forth in this Agreement are intended by the Parties to be legally binding on the Parties and their successors and assigns and to that effect shall, where necessary to effectuate the intent of the Parties, be incorporated into syndication and financing documents, title transfer documents, management agreements and other appropriate documents. The existence of this Agreement and the nature of the obligations assumed by Winn, Druker, and CSTO hereunder shall be disclosed to all potential lenders, investors, contractors, architects and other consultants dealing with Winn, Druker, and CSTO in connection with the Project if the terms of this Agreement have the potential to have a material impact on the dealings of these persons with the Project.

ARTICLE III
TERMS OF ACQUISITION BY WINN

Section 3.1. Conveyance to CSTO and Execution of Groundlease. Winn and Druker agree that upon the sale of the Project by Druker, the Land shall be conveyed to a non-profit entity which has been granted tax exempt status under Section 501(c) of the Internal Revenue Code and has been selected by CSTO, subject to the reasonable concurrence of Winn. The Land shall be leased to Trebhershaw pursuant to a groundlease (the "Groundlease"). The Groundlease will contain provisions reasonably acceptable to CSTO and Winn and acceptable to the Financing Agencies which will provide that the Apartments in the Project shall be preserved as housing affordable to low and moderate income persons during the term of the Groundlease, and shall further provide that the groundlessor will have the right to enforce specifically this covenant and to recover from Winn, or Winn's successor in interest in Trebhershaw, all costs or expenses, including attorney's fees, incurred in a legal proceeding brought by the groundlessor attempting to enforce its rights under the Groundlease. The Groundlease shall be on commercially reasonable terms and conditions for similar groundleases permitting long term, low and moderate income, multi-family mortgage financing by the Financing Agencies.

Section 3.2. CSTO as Co-General Partner in Trebhershaw. Not later than the MHFA Closing, CSTO shall be admitted to Trebhershaw as a general partner. The partnership agreement of

Trebhershaw (the "Partnership Agreement") shall include language reasonably acceptable to CSTO implementing the terms of this Agreement. The Partnership Agreement will provide that, except as otherwise provided in this Agreement including, but not limited to, the provisions of this Section 3.2, Article IV, Article V and Article VII of this Agreement, all actions of Trebhershaw will be approved by CSTO and Winn. Decisions subject to mutual approval by CSTO and Winn will include, but not be limited to, any decision to:

(i) sell the Project,

(ii) refinance the debt secured by the Project, and

(iii) borrow an amount equal to more than ten (10%) percent of the existing indebtedness of the Project as of so-called "final closing" under the MHFA Loan.

Winn shall have the sole responsibility in all matters relating to the following:

(i) compliance with securities laws in connection with the sale of limited partnership interests in Trebhershaw.

(ii) compliance with all reporting obligations of Trebhershaw in connection with the Investor Limited Partners;

(iii) actions of Trebhershaw which, in the reasonable judgment of Winn, will materially affect the

financial guarantees of Winn, or any of its affiliates, which then are outstanding.

Winn shall indemnify and hold CSTO harmless from all costs, liabilities and expenses in connection with such matters which are the sole responsibility of Winn. Winn further agrees to use its best efforts to ensure that any corporations which become Investor Limited Partners are not corporations which do business in South Africa in accordance with the list of such corporations promulgated by the Commonwealth of Massachusetts Secretary of State. The Partnership Agreement, or such other appropriate ancillary documents, shall include the following:

(i) appropriate provisions acknowledging the obligation of Trebhershaw to provide for resident training in the ownership and housing management skills necessary to carry out the responsibilities of CSTO as the general partner of Trebhershaw;

(ii) any sale of the interest of Winn in Trebhershaw prior to the exercise of CSTO's purchase rights as described in Section 3.3 shall be subject to a right of first refusal by CSTO;

(iii) if either Winn or CSTO determines that an impasse has been reached with respect to one or more issues which are the subject of joint decision making pursuant to the Partnership Agreement, either party may require binding arbitration to resolve the issue. The arbitrator shall be (a) MHFA, so long

as it is the Mortgagee; (b) any subsequent first mortgagee, provided that mortgagee is a public body with a statutory charter similar to that of MHFA; or (c) in the event of a non-public first mortgagee or in the event that any arbitrator declines to serve, then an arbitrator shall be designated by the BRA.

Winn represents and warrants to CSTO that its net worth as of the date of the MHFA Closing will be sufficient to satisfy the standards of the Financing Agencies and the requirements of the Internal Revenue Code in connection with the Syndication and Winn agrees to maintain such net worth so long as it is a general partner in Trebhershaw.

Section 3.3. Purchase of General Partnership Interest and Limited Partnership Interest of Winn. Winn and CSTO currently contemplate that CSTO shall purchase the interest of Winn and its affiliates as general partner and limited partner in Trebhershaw (the "Winn Interest Purchase Right") at such time as all financial guarantees of performance (including any letters of credit granted to secure such guarantees which the Financing Agencies may require to be provided by Winn, or any of its affiliates) are released. The Partnership Agreement shall provide that Winn's obligation to sell and CSTO's obligation to buy under the Winn Interest Purchase Right shall be mutual and irrevocable. In consideration of Winn's assignment of its interest in Trebhershaw to CSTO, including its rights to control

Trebhershaw and receive cash flow and residual value from the Project, CSTO will pay the purchase price and assume the obligations of Winn in Trebhershaw. The purchase price under the Winn Interest Purchase Right shall be equal to the funds remaining in an interest bearing escrow account (the "Purchase Escrow Account") established at the time of the Syndication Closing, which amount shall be equal to the proceeds received by CSTO at the Syndication Closing in excess of the Winn Tenant Fund Payment, as defined in Section 8.1. The funds contained in the Purchase Escrow Account shall be available to Trebhershaw prior to exercise of the Winn Interest Purchase Right, to fund any management, development, or operating losses sustained by the Project. If Winn is required by any Financing Agency to maintain a general partnership interest in Trebhershaw after the exercise of the Winn Interest Purchase Right, Winn shall assign to CSTO as much of such interest in Trebhershaw as he is permitted to do so by the Financing Agencies, and, in exchange therefor, Winn shall receive the funds remaining in the Purchase Escrow Account. At the closing under the Winn Interest Purchase Right, if Winn is required to remain as a general partner, the sole decision making control in Trebhershaw shall be assigned to CSTO, subject to the approval of the Financing Agencies, if required.

Section 3.4. Right of First Refusal to Purchase Investor Limited Partnership Interests. CSTO (or such other organization which is an eligible purchaser for purposes of Section 42(i) of the United States Internal Revenue Code ("Section 42(i)") if CSTO

is not an eligible purchaser for purposes of Section 42(i)), or its designee as approved by the Financing Agencies, if such approval is required, shall have a right of first refusal to purchase the interest of the Investor Limited Partners in Trebhershaw commencing at the end of the initial "compliance period" as defined in Section 42(i) (the "Investor Interest Right of First Refusal"). Upon the offering for sale by the Investor Limited Partners to a third party of their interests in Trebhershaw, the Investor Limited Partners shall be required to offer their interests in Trebhershaw for sale in accordance with the terms of this Section 3.4. The Investor Interest Right of First Refusal shall be on such other reasonable and customary terms and conditions so as to comply with the requirements of the Internal Revenue Code and with the requirements of the syndication marketing of the investor limited partnership interests in Trebhershaw. Except as expressly provided herein, no provision of this Agreement or of the Partnership Agreement shall compel the Investor Limited Partners to offer their interests for sale. The sale price payable by CSTO under the Investor Interest Right of First Refusal shall be not greater than the minimum sales price permitted under Section 42(i). In the event that Section 42(i) is construed by the Internal Revenue Service in a published Revenue Ruling or similar announcement of comparable precedential value, or if Section 42(i) is amended to

permit an option to purchase, then the Investor Interest Right of First Refusal shall become an option to purchase held by CSTO under similar terms.

Section 3.5. Business Purpose of Trebhershaw. Winn agrees that the Partnership Agreement shall include the following:

> The specific business purpose of the Partnership is the development, provision and preservation of affordable housing for low and moderate income people, and the creation of opportunities for limited-equity cooperative home ownership or other resident controlled non-profit ownership, through the investment in and development of a 500-unit housing development known as Castle Square, including the acquisition, construction, improvement, leasing, mortgage or sale thereof and the operation thereof.

Section 3.6. Cooperation of Parties. The Parties agree to cooperate in meetings with all federal, state and local officials having authority to regulate the transfer of the Project from Druker to Winn, and all such officials involved in providing, directly or indirectly, the financing for the Project, including the provision of subsidies for the Project. The Parties agree that there shall be prior consultation and joint review of all major proposed submissions to the BRA, HUD, MHFA or any other agencies involved in the transfer, financing or syndication of the Project. The Parties also agree that there shall be prior

consultation to establish all strategies and policy positions for meetings with such agencies. Subject to the reasonable prior approval of Winn, Winn shall reimburse CSTO up to $5,000 for out-of-pocket expenses incurred by CSTO in connection with attendance at Project-related meetings in Washington D.C. by members of CSTO.

ARTICLE IV
CONSTRUCTION PERIOD

Section 4.1. Scope of Rehabilitation Work. Trebhershaw shall undertake and complete the rehabilitation of the Project in accordance with the scope of work (the "Work") contained in the plans and specifications listed in Exhibit 1 hereto modified by the letter dated May 2, 1990 from Hezekiah Pratt and Associates to Winn (the "Construction Documents"), provided that such modifications are acceptable to the Financing Agencies.

Trebhershaw agrees to perform the Work in accordance with the Construction Documents.

Section 4.2. Site Plan Revisions. The Parties recognize that there is a need for significant modifications and improvements in the existing configuration of the landscaping and traffic patterns in the Project. Modifications to the existing site layout will be guided by the following principles:

(i) Maximizing unpaved areas available for play and recreational use;

(ii) Minimizing pedestrian/automobile conflicts within the Project;

(iii) Not increasing the amount of space devoted to surface parking;

(iv) Providing efficient trash removal and other services for the Project.

Winn agrees to renovate the landscaping and traffic patterns in the Project in accordance with the site plan which is attached to this Agreement as Exhibit 2, as modified in accordance with the letter from Hezekiah Pratt and Associates dated May 2, 1990, provided such modifications are acceptable to the Financing Agencies.

Section 4.3. Tenant Supervision of Rehabilitation Work. In order to review the progress of the work performed in accordance with the Construction Documents (the "Work"), CSTO shall retain the services of an architect (the "CSTO Architect"). The Architect or his designee shall have access during normal working hours to all documents including working drawings, shop drawings, specifications, contractor and subcontractor invoices and/or payment requisitions related to the rehabilitation work. The CSTO Architect shall be permitted to attend and participate in all job meetings relating to the Project and shall receive copies of all written communications among the architect retained by Winn (the "Project Architect"), the general contractor for the Project (the "General Contractor") and Winn including, but not

limited to, minutes of all job meetings, change orders and requisitions.

The CSTO Architect shall have the following rights:

(i) To review all change orders and requisitions and to submit comments and critiques to the Financing Agencies;

(ii) To submit comments and critiques to the Financing Agencies relating to decisions by the General Contractor or Project Architect as to whether compliance with MHFA specifications and performance standards (as modified by Winn and CSTO) requires replacement (as opposed to repair) of a particular component or work item;

(iii) To work jointly with Winn, the Project Architect and the General Contractor to develop and implement standards which will govern the temporary relocation of tenants, including specifying types of work which will or will not require the temporary relocation of a tenant.

With respect to the foregoing, the decision of the Financing Agencies will be final on all matters in dispute between Winn and the CSTO Architect, provided, however, that the CSTO Architect will be permitted to continue to seek further review by the Financing Agencies if the CSTO Architect is not satisfied with the judgments rendered by staff at the Financing Agencies. If such further review results in a decision favoring the position

of the CSTO Architect, then Winn, at Winn's sole cost, shall be responsible for remedying the condition objected to by the CSTO Architect.

Winn agrees to provide a notice (the "Completion Notice") to the CSTO Architect, no later than five (5) working days prior to any application by Winn to HUD or MHFA for certification of completion of any unit in accordance with the housing quality standards of the Section 8 program. The CSTO Architect shall be permitted to submit reasonable objections to Winn with a copy to HUD, MHFA and/or the City of Boston Inspectional Services Department based upon the condition of such apartment for five (5) business days following the receipt of the Completion Notice.

ARTICLE V
RELOCATION OF TENANTS DURING CONSTRUCTION

Section 5.1. Temporary Relocation During Rehabilitation. CSTO and Winn acknowledge that safe and efficient completion of the Work will require that some tenants be temporarily displaced from their residential units. In order to minimize disruption and inconvenience to tenants resulting from such relocation, Winn and CSTO agree to the following arrangements:

(i) a minimum of 15 housekeeping units, fully furnished and provided with necessary cooking and housekeeping appliances, shall be made available in the Project for the temporary relocation of tenants during rehabilitation. These housekeeping units

shall comply, in all respects, with the State Sanitary Code and the State Building Code and shall be adequate in size for family needs based on the current housing quality standards of the HUD Section 8 program, provided, however, a unit may be used for the temporary location of a tenant which will result in the occupancy of a unit up to one (1) person over the MHFA unit occupancy criteria. The locks on each housekeeping unit shall be changed, or other appropriate security arrangements made, every time a tenant is relocated into one of these units.

(ii) Winn will arrange for and pay the cost for moving clothing and other necessities from each tenant's permanent unit to the housekeeping unit and the cost of a new telephone connection in the housekeeping unit.

(iii) Winn will arrange and pay for the removal and storage in a safe and secure location of the remaining personal property of the tenants while the unit is being renovated. Upon completion of renovation, Winn will arrange and pay for moving all of the tenants' personal property back to their permanent unit. In the unlikely event that any personal property is damaged or stolen during the

relocation, Winn will assume liability for such personal property.

(iv) If the number of housekeeping units in the Project is inadequate to accommodate all tenants requiring temporary relocation, Winn will arrange for the following: (a) temporary off-site residences located within a radius of 1/4 mile from the Project unless an alternative location is approved in writing by the affected tenant, (b) moving the property of tenants being relocated to such temporary residences, and (c) moving the tenants' property back to permanent units upon completion of renovation. Any temporary residence must (a) comply in all respects with the State Sanitary Code and State Building Code; (b) be adequate in size for family needs based on the current housing quality standards of the HUD Section 8 program; (c) have been painted with lead-free paint, within the last twenty-four (24) months; (d) have functioning appliances, including stoves and refrigerators; (e) have new locks at all entrances to the unit, and (f) have screens on all windows or be equipped with air conditioning.

(v) Tenants relocated to a housekeeping unit or other temporary residence will receive a pro rata per diem abatement in their monthly rent for each day

which they are not able to occupy their permanent unit, i.e. if the tenant is in a housekeeping unit for seven (7) days in a thirty day month, the tenant will receive an abatement on their next rental payment equal to 7/30ths of their monthly rental payment.

(vi) Tenants will be given written notice of the date on which they will be required to relocate no less than 30 days in advance of any planned relocation.

(vii) Tenants will be entitled to return to the unit they occupied prior to temporary relocation if the unit is not too small or too large for the family based on MHFA occupancy standards, as set forth in Section 5.2.

Section 5.2. Relocation of Underhoused and Overhoused Tenants. All decisions with respect to tenants in the Project who are "overhoused" or "underhoused" in their existing units under MHFA unit size criteria will be made by CSTO and Winn in accordance with applicable guidelines of HUD and MHFA in allocating units.

Section 5.3. Relocation Arrangements for Tenants Choosing to Move from the Project. The Parties acknowledge that increases in the rent under the terms of the revised rent schedule established pursuant to the HUD POA Approval may cause some tenants to vacate their units in the Project because they will be subject to substantial rent increases. In addition, some tenants

may choose to move because an appropriately sized unit may not be available for them in the Project. Winn and CSTO agree to develop a mutually acceptable relocation policy for residents vacating their apartment in the Project under such circumstances.

ARTICLE VI
RENT LEVELS AND OPERATION OF THE PROJECT

Section 6.1. No Interim Rent Increases Prior to August 20, 1990. The Parties acknowledge that Druker has filed with HUD for a rent increase for the Project. Druker agrees that no increase in rents at the Project will be implemented prior to August 20, 1990. Druker agrees to implement all rent increases in the Project in accordance with the letter agreement between CSTO and Druker, dated April 20, 1990, a copy of which is attached hereto as Exhibit 5.

Section 6.2. Adjustments to Rent. CSTO and Winn acknowledge that conversion of the rent structure in the project to meet the guidelines of the HUD Section 8 program (the "Section 8 Program") may result in significant increases in the rent paid by some tenants for their apartments units. In order to ameliorate the impact of these rent increases on the tenants of the Project, Winn and CSTO agree that:

(i) No tenant shall be required to pay a rent in excess of the rent they pay as of the MHFA Closing until all Work is completed on the unit occupied by the tenant.

(ii) If the total amount of the increase in the rent paid by a tenant will be less than thirty (30%) percent of the rent paid by the tenant as of the date of the MHFA Closing the rent paid by the Tenant shall be increased annually at a rate not exceeding 10% of the total rent increase until the rent rises to the new permitted maximum rent. If the total amount of the rent increase will exceed 30% of the rent paid by the Tenant as of the date of the MHFA Closing, any increase in the amount of rent currently paid by a tenant shall be phased in over a three year period in three equal annual increments.

(iii) In the event that a rent increase is implemented in the Project prior to the MHFA Closing, Winn agrees that no tenant will be required to pay more than one rent increase in any twelve month period.

(iv) Winn and CSTO shall use their best efforts to obtain waivers from or amendments to the Section 8 Program to allow all tenants in the Project with incomes up to 80% of the median family income for the Boston PMSA to be eligible for Section 8 assistance program in the Project.

(v) Pursuant to the requirements of Title II existing tenants of the Project as of the date of the HUD POA Approval not eligible for Section 8 rent

subsidies shall be entitled to remain as tenants and shall be required to pay rent not in excess of 30% of their adjusted gross income determined in accordance with the procedures of the Section 8 Program or the so-called Section 8 Fair Market Rent, whichever is less.

(vi) Pursuant to the requirements of Title II during the 15 year period of the Housing Assistance Payment Contract to be entered into between Trebhershaw and HUD, no tenant of the Project as of the date of the HUD POA Approval whose rent is subsidized by HUD under the Section 8 Program shall be required to pay more than 30% of his/her income (determined in accordance with the requirements of the Section 8 Program in effect at the time a rental adjustment is under consideration) as rent.

(vii) In order to assure the financial viability of the Project as low and moderate income housing, Winn and CSTO agree that, following the expiration of the subsidies that form the basis of the current financing for the renovations of the Project, the party in control of the Project shall undertake all reasonable efforts to seek from city, state and federal or other sources further rental and other subsidies.

Section 6.3 Standards for Review of Operating Budget. CSTO and Winn acknowledge the importance of realistic estimates of operating costs for the Project and agree that the projected operating budget submitted to MHFA and attached hereto as Exhibit 6 complies with such a standard. CSTO and Winn agree that the following criteria shall be utilized in the evaluation of any proposed budget for the Project:

(i) In order to ensure that debt service payments on the Project will not threaten the availability of adequate operating funds for the Project, Winn agrees that the total amount of mortgage debt to be carried by the Project shall be determined on the basis of an initial total budget and per unit operating budget approved by MHFA with review and comment by CSTO.

(ii) Budget amounts allocated for real estate taxes must be based either on a reasonable estimate of the likely assessed value of the Project after completion of improvements, or on a tax understanding with the City of Boston regarding assessment and valuation in a form acceptable to MHFA with review and comment by CSTO;

(iii) The budget for the security costs of the Project shall be approved by MHFA and shall be reasonably satisfactory to CSTO.

(iv) The initial replacement reserve during the first year after the MHFA Closing will be funded in an amount not less than $500,000. The amount of funds set aside annually as a replacement reserve shall be at least $517.00 per unit per year.

(v) The first year operating budget line item for water and sewer expenses shall be no less than the amount of total actual water and sewer bills for the four previous quarterly bills. The budget line items for water and sewer bills in succeeding years shall be approved by MHFA with review and comment by CSTO and shall incorporate a reasonable estimate of any increases in water and sewer use fees attributable to the Massachusetts Water Resources Authority fee increases. Estimates of water and sewer use may incorporate reasonable water use conservation assumptions provided, however, that any such assumptions must reflect conservation measures implemented at the Project.

ARTICLE VII
MANAGEMENT OF THE PROJECT

Section 7.1. Principles and Goals of Tenant Participation. Winn and CSTO agree that the participation of the tenants through CSTO in the management of the Project will be on the basis of

mutual cooperation. The detailed elements of this relationship will be guided by two underlying consistent goals:

(i) To insure that management decisions with respect to the Project always reflect the best interests of the tenants consistent with reasonably prudent property fiscal management practices; and

(ii) Development of tenant management skills so as to make realistic the ultimate goal of tenant ownership and management of the Project.

With these goals in mind, tenant participation will be based on a framework that provides the opportunity for an effective role by CSTO in building management decisions. Winn agrees to make a good faith effort to achieve a consensus with CSTO regarding all significant issues relating to the management of the Project. CSTO and Winn will each use all reasonable efforts to provide timely written notice and adequate background materials to the other party with respect to all actions requiring the input of the other party under the terms of this Agreement.

Section 7.2. Property Management by Winn Management Company and Creation of the Tenant Management Committee. Following the MHFA Closing, Winn Management Company ("Winn Management") will be the manager of the Project under the terms of a five (5) year MHFA approved management agreement which will include two (2) five (5) year renewals, at the option of Winn Management. During

such fifteen (15) year period, Winn Management may only be terminated for "cause" as set forth in such MHFA-approved management agreement.

Winn agrees that reasonable procedures governing the access of management personnel to apartments will be established and that all management staff who have the right of entry into the units of the tenants shall be bonded. Winn further agrees that the management contract between Trebhershaw and Winn Management shall provide that Trebhershaw shall have the right at the annual review of the site manager provided for in Section 7.3.1, to require Winn Management to remove and replace the site manager of the Project if Trebhershaw is dissatisfied with the performance of the site manager based on reasonable and justifiable grounds.

CSTO shall appoint a Tenant Management Committee (the "TMC") consisting of not fewer than three (3) and not more than five (5) persons. The TMC shall meet regularly with Winn Management. These meetings shall occur no less frequently than once every month but shall be scheduled more frequently if requested by the TMC. At these meetings, Winn Management staff will present all proposed management actions and solicit the recommendations of the TMC.

With respect to all proposed actions which are brought before the meetings between the TMC and Winn Management, the information relating to the proposed action shall include a proposed implementation date which, except with respect to emergency actions, shall be sufficient to provide the other party

an opportunity to review adequately the materials presented in order to make their views known on the issue under consideration.

The TMC and its professional consultants shall, upon request, have access to all Project information, including specifically financial data, any requests submitted by the management company and employee personnel records. The TMC will be bound by reasonable standards of confidentiality in dealing with the information provided by Winn or its management entity. The TMC and its professional consultants shall, at all times, have access to all portions of the physical plant of the Project.

Section 7.3. Phase I: Developing Tenant Management Skills.

During the first three (3) years after Trebhershaw's acquisition of the Project, except as provided in Section 7.3.1, Winn shall seek the advice of the TMC on all policies relating to the management and operation of the Project, provided, however, all such decisions affecting the management and operation of the Project shall be made by Winn. These decisions shall include, but not be limited to, the following:

(i) actions with respect to individual transfers of tenants within the Project;

(ii) actions with respect to evictions;

(iii) management of security staff; and

(iv) implementation of maintenance procedures for the Project.

All such decisions shall be consistent with the specific requirements and underlying purposes of this Agreement. Winn and

CSTO acknowledge that management of the Project will be subject to regulation of MHFA and HUD in accordance with the terms of the MHFA Loan and the HUD subsidies.

Section 7.3.1. Decisions Subject to MHFA Arbitration.

Notwithstanding the provisions of Section 7.3, during the first three (3) years after the acquisition of the Project by Trebhershaw, the following decision-making structure shall be followed for the enumerated decisions:

1. Subject to the arbitration provisions set forth herein, the TMC, after seeking the advice and concurrence of Winn, shall have the authority to make all decisions with respect to the following matters:

(i) the development and revision of the parking plan for the Project;

(ii) the establishment of policies and procedures for tenant selection; and

(iii) the establishment of policies for the management of laundry facilities on an economically viable basis substantially in accordance with the application for the MHFA Loan.

In addition, Winn shall present to the TMC all proposed new commercial leases or renewals of commercial leases in the Project. TMC shall have the right to reject such proposed leases or renewals within fourteen (14) days based upon reasonable grounds.

2. Subject to the arbitration provisions set forth herein, Winn, after seeking the advice and concurrence of the TMC, shall have the authority to make all decisions with respect to the following matters:

(i) the annual review and evaluation of the site manager and any decisions relating to the hiring, promotion and retention of the site manager;

(ii) the leasing of commercial space and the day care space;

(iii) the establishment of policies relating to the transfer of tenants within the Project during temporary relocations due to rehabilitation;

(iv) the preparation of the annual operating budget;

(v) the selection of new tenants for the Project;

(vi) the development of a security plan for the Project substantially within the budget line item for security in the MHFA Approved Operating Budget;

(vii) the utilization of replacement reserves for the Project;

(viii) the establishment of rules and regulations for the Project;

(ix) the implementation of a capital improvement plan for the Project after the final completion of the Work; and

(x) the establishment of policies for the maintenance of the Project.

In the event that either Winn, with respect to decisions made under subparagraph (1) or the TMC, with respect to decisions made under subparagraph (2) determines that an action proposed pursuant to the terms of this Section 7.3.1 is unacceptable, such party may require arbitration in accordance with Section 7.5.

Section 7.4. Phase II: Co-Management. During the fourth and fifth year following Trebhershaw's acquisition of the Project and until CSTO becomes the managing general partner in Trebhershaw, the TMC shall continue to have the power to take actions regarding those matters referred to in subparagraph (1) of Section 7.3.1 above and, at its option to be exercised from time to time by written notice to Winn, may assume the power to take actions with respect to the any or all of the actions listed as items (v), (vi) and (viii) in subparagraph (2) of Section 7.3.1.

Winn shall continue to have the final decision making authority with respect to all other actions and policies relating to the management and operation of the Project, provided, however, that the TMC shall be able to require arbitration in accordance with Section 7.5 on any matters which are subject to Winn's decision making authority.

EXHIBIT 3

BY HAND

The Druker Company, Suite 1000, 50 Federal Street, Boston, Massachusetts 02110-2585

April 20, 1990

Ms. Maureen Fahey
Section Head, Multi Family Team "B"
U.S. Department of Housing and Urban Development
Boston Regional Office, Region 1
Boston Federal Building, 3rd Floor
10 Causeway Street
Boston, MA 02222-1092

Subject: Project Name: Castle Square
Project No.: 023-55031 LD
Castle Square Rent Increase

Dear Ms. Fahey:

Please find enclosed a letter of agreement which we have recently entered with the Castle Square Tenants' Organization (CSTO) whereby we agree to extend to May 11, 1990 the period within which they may comment on our proposed rent increase for Castle Square. We have entered this agreement as part of the proposed settlement of all outstanding issues among Castle Square Associates, CSTO, and Winn Development Company related to the purchase of the Castle Square housing development by Winn.

Please let me know if you have any comments or questions about this agreement. Thank you.

Sincerely,

THE DRUKER COMPANY

David C. Gilmore
Vice President

Enclosure

cc: R. Druker, J.J. Bell, J. Elias, L. Blaney, J. Sacks, J. Rose, Kathleen Sheehan

CASTLE SQUARE ASSOCIATES
50 Federal Street
Boston, Massachusetts 02110

April 20, 1990

Castle Square Tenants Organization ("CSTO")
P.O. Box 180956
Boston, MA 02118

RE: Project Name: Castle Square
Project No. 023-55031-LD
Rent Increase Application

Ladies and Gentlemen:

This letter sets forth certain understandings reached between you and the undersigned regarding the processing of the rent increase application, dated March 22, 1990 (the "Rent Increase Application"), which was filed with the United States Department of Housing and Urban Development ("HUD") for the Castle Square Project (the "Project") for the Castle Square Project (the "Project").

We have reached the following understandings with respect to the Rent Increase Application:

1. The period for the submission of comments and objections to HUD by you on the Rent Increase Application shall be extended until May 11, 1990. Assuming that the sales transaction continues to move forward, CSTO agrees that in the event CSTO submits objections to HUD regarding the rent increase, it will do so only on the grounds that the Project does not require the additional funds to be economically self-sufficient or that the rent increase is not justified by the line item expenses.

2. If a rent increase is granted by HUD pursuant to the Rent Increase Application, no increase in rents in the Project will be implemented for four (4) months from the date of this letter.

3. Assuming that the BRA Board votes to approve or endorse the project agreement among Druker, CSTO and Winn Development Company, then the undersigned shall agree to the following rent phase-in procedure. If the total amount of the increase in the rent actually paid by any tenant in the Project will be less than 30% of the rent paid by the tenant as of the date of this letter, the rent for such tenant shall be increased annually by an amount not exceeding 10% of the total rent increase until the rent rises to the new permitted maximum rent. If the total amount of the increase for any tenant will exceed 30% of the rent paid by the tenant as of the date of this letter, any increase in the rent currently paid by such tenant shall be phased in over a three (3) year period with equal annual rent increase increments.

4. The undersigned agrees to immediately notify HUD of the terms of this letter.

Please initial the enclosed copy of this letter where indicated to acknowledge your agreement to the terms of this letter.

Very truly yours,

CASTLE SQUARE ASSOCIATES

By: _____

ACCEPTED AND AGREED TO:

CASTLE SQUARE TENANTS ORGANIZATION

By: _____
cats:sas

EXHIBIT 4

HFA MORTGAGE APPLICATION [5/88] PAGE 4 DATE 5/7/90
ROJECT NAME: CASTLE SQUARE APARTMENTS MHFA NO.

NNUAL OPERATING EXPENSES

ITEM	EXPENSE	SUBTOTAL	EXP/UNIT
ANAGEMENT FEE (6% of ERI or 5% of EGI)		241,512	483
DMINISTRATIVE			
ayroll	212,500		425
ayroll Taxes & Benefits	0		
egal	6,000		12
udit	12,000		24
arketing	2,000		4
elephone	12,500		25
ffice Supplies	20,000		40
ccounting & Data Processing	30,000		60
ther Administrative Expenses	0		0
ub-Total - Administrative		295,000	590
AINTENANCE			
ayroll	237,100		474
ayroll Taxes & Benefits	0		
anitorial Materials	15,000		30
andscaping	37,490		75
ecorating (interior only)	37,500		75
epairs (interior & exterior)	156,630		313
levator Maintenance	22,600		45
rash Removal	27,000		54
now Removal	24,800		50
xterminating	18,000		36
ecreation	40,000		80
iscellaneous	0		0
ub-Total - Maintenance		616,120	1,232
ECURITY		190,568	381
TILITIES			
lectricity	40,450		81
as	270,150		540
il	0		0
ater & Sewer	295,200		590
ub-Total - Utilities		605,800	1,212
EPLACEMENT RESERVE (% OF DIR. CONST.)		258,500	517
AXES/INSURANCE/INTEREST			
eal Estate Taxes	150,000		300
ther Taxes	0		0
nsurance	142,500		285
nterest	0		0
ub-Total - Taxes, Insurance, Interest		292,500	
OTAL ANNUAL OPERATING EXPENSES		2,500,000	5,000

EXHIBIT 5

CSTO CONSULTANTS BUDGET FOR SERVICES THROUGH BRA APPROVAL

Development Consultant (Boston Affordable Housing Coalition).....	$ 43,172.00
Architectural Consultant (Hezekiah Pratt & Associates).....	19,280.00
Chinese Liason and Translation.....	4,000.00
Greater Boston Legal Services.....	82,465.00
Brown, Rudnick, Freed & Gesmer.....	93,034.00
Financial Analyst (Vincent O'Donnell, CEDAC).....	18,369.00
TOTAL COSTS THROUGH BRA APPROVAL.....	$260,320.00

castlesquare:csto:af6

EXHIBIT 6
CONSULTANT FEES PAYABLE AT MHFA CLOSING

For Services Rendered after BRA Approval:

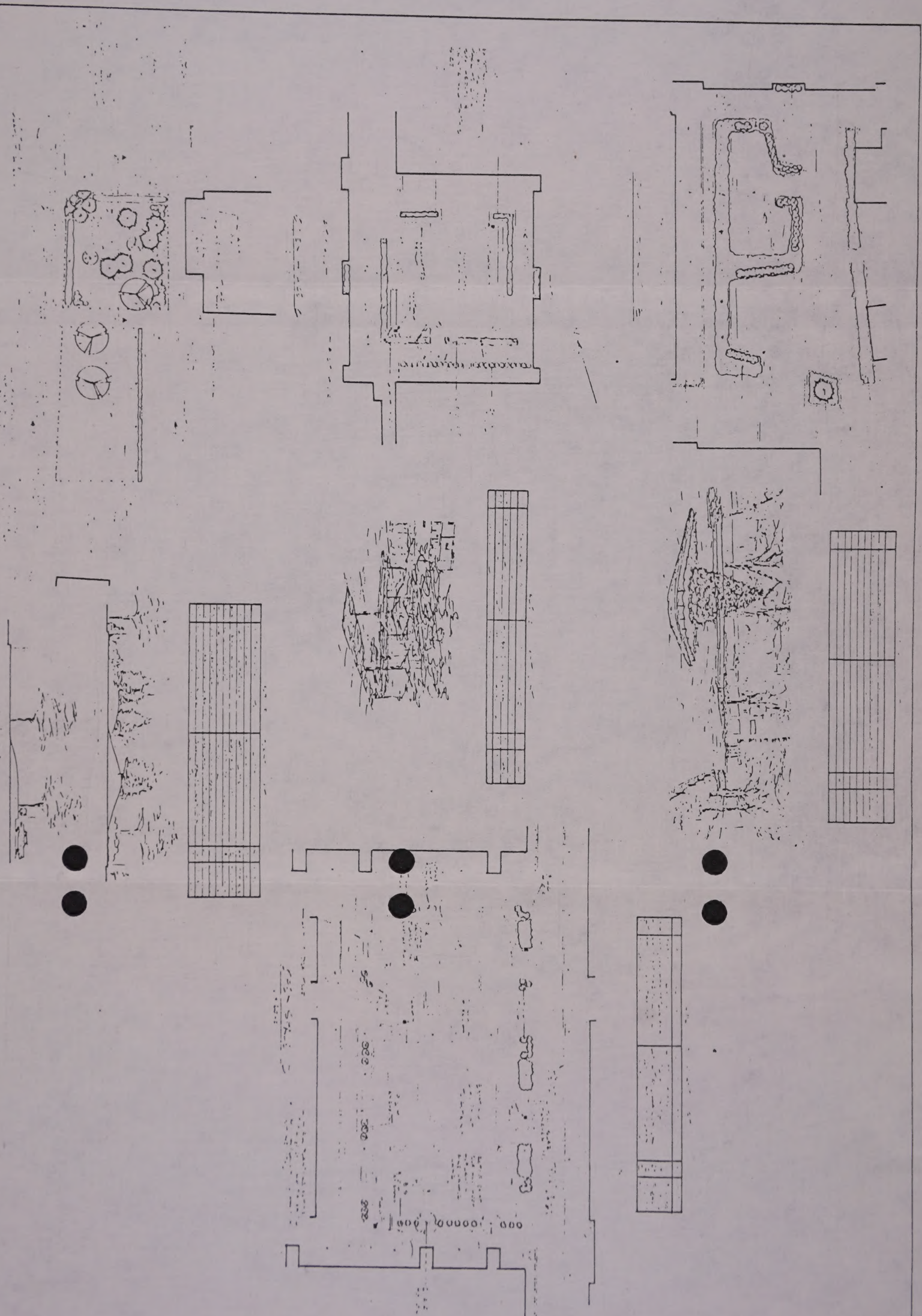
Development Consultant (Boston Affordable Housing Coalition).....	$ 15,120.00
Architectural Consultant (Hezekiah Pratt & Associates).....	3,000.00
Chinese Liason and Translation.....	2,000.00
Greater Boston Legal Services.....	18,000.00
Financial Analyst (Vincent O'Donnell, CEDAC).....	9,000.00
Brown, Rudnick, Freed & Gesmer.....	60,000.00
TOTAL.....	$107,120.00

castlesquare:csto:af6

EXHIBIT 7
TECHNICAL ASSISTANCE DURING CONSTRUCTION PERIOD

Hezekiah Pratt & Associates (Construction Supervision).....	$32,560.00

castlesquare:csto:af6



CASTLE SQUARE REVITALIZATION PROJECT

winn Winn Development Company
Four Faneuil Hall Marketplace, Boston, Massachusetts 02109

LEA GROUP
INCORPORATED
Architects/Engineers/Planners

PROJECT NO.
DATE
SCALE

REVISIONS

NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
1	[illegible]	[illegible]			

C-3

CASTLE SQUARE REVITALIZATION PROJECT

Winn Development Company
Four Faneuil Hall Marketplace, Boston, Massachusetts 02109

SITE PARKING PLAN

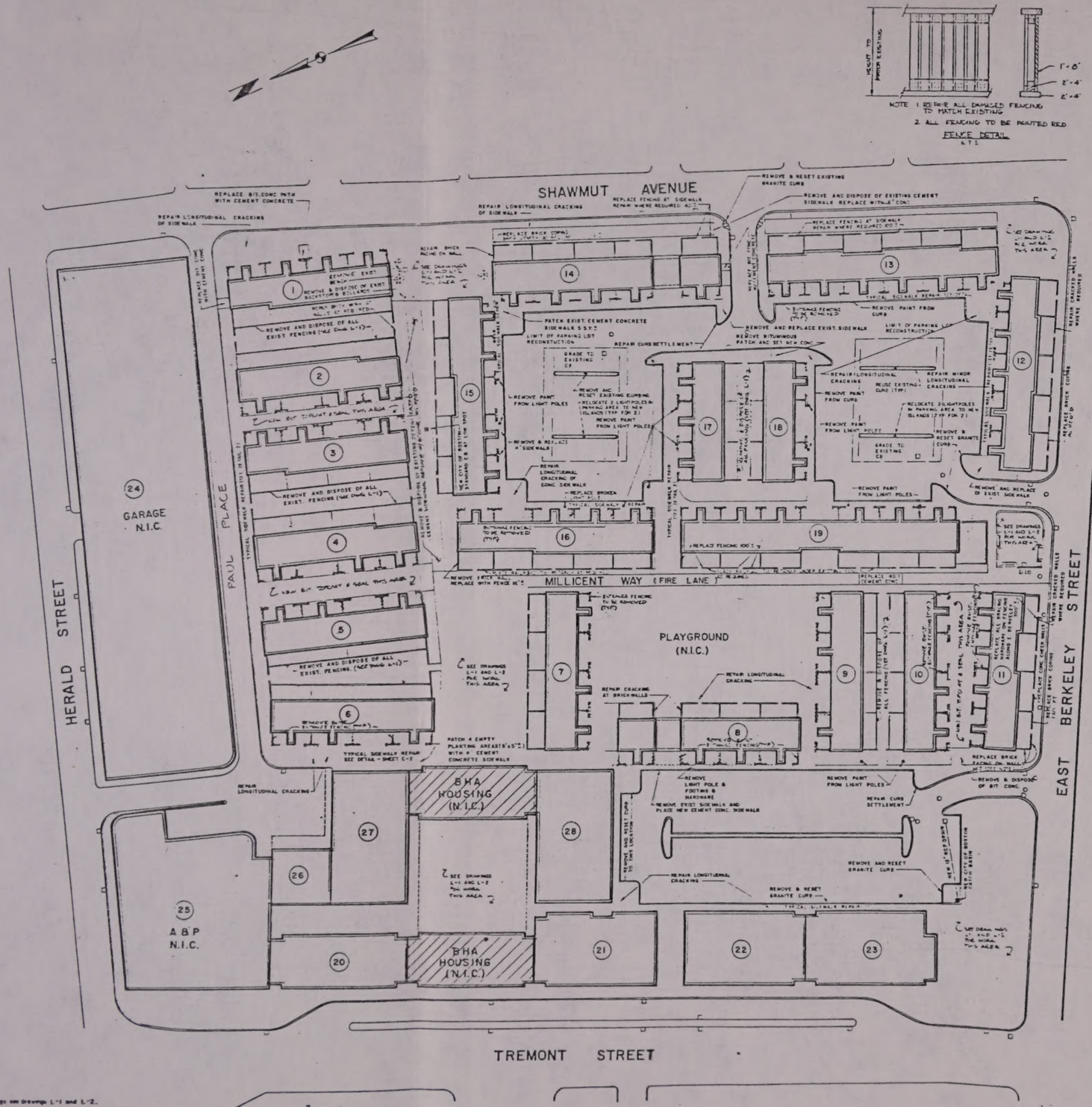
LEA GROUP
INCORPORATED
Architects/Engineers/Planners
75 Kneeland Street, Boston, MA 02111
Telephone (617) 426-1350

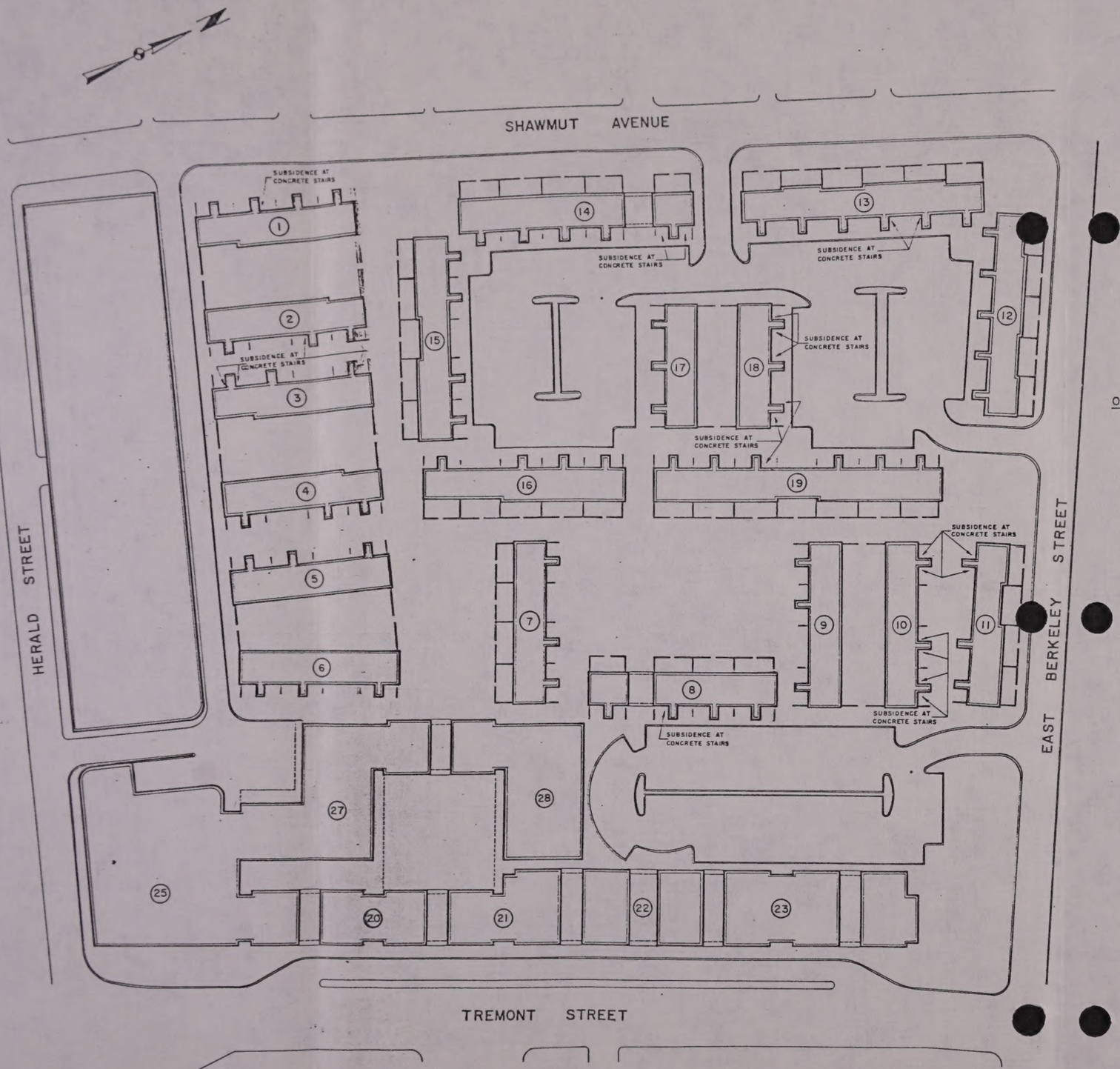
PROJECT NO.	89036.00
DATE	4-5-1989
SCALE	1" = 40'
DRAWN BY / REVIEWED BY	GF / JHW

REVISIONS

NO	DATE	DESCRIPTION
1	4/12/89	ELIM. PKG @ EXIT: EXIT
2	"	REDUCE WALL WIDTH TO 8"
3	5/4/89	ELIM. 25 SPACES-MILLICENT WAY
4	5/24/89	ADD 27 SPACES-TREMONT ST.
5	5/30/89	RECEIVE REVISED SITE PLAN

NO	DATE	DESCRIPTION
5	6/14/89	DELETE MILLICENT WAY PARKING
6	8/15/89	GENERAL REVISIONS
7	9/18/89	DELETE CURB CUTS @ MILLICENT WAY
8	10/10/89	ISSUED FOR BRA REVIEW

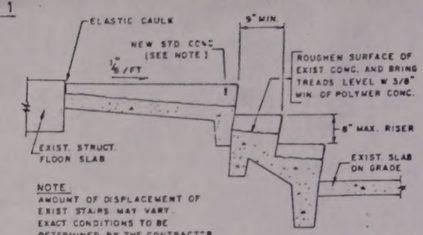

SHAWMUT AVENUE
HERALD STREET
PAUL PLACE
EAST BERKELEY STREET
TREMONT STREET
MILLICENT WAY (FIRE LANE)
PLAYGROUND (N.I.C.)
GARAGE N.I.C.
A&P N.I.C.
BHA HOUSING (N.I.C.)
BHA HOUSING (N.I.C.)
REPLACE BIT. CONC PATH WITH CEMENT CONCRETE
REPAIR LONGITUDINAL CRACKING OF SIDEWALK
REMOVE & RESET EXISTING GRANITE CURB
REMOVE AND DISPOSE OF EXISTING CEMENT SIDEWALK. REPLACE WITH 4" CONC
REPLACE FENCING AT SIDEWALK REPAIR WHERE REQUIRED 40'±
REMOVE PAINT FROM CURB
REMOVE AND REPLACE EXIST. SIDEWALK
LIMIT OF PARKING LOT RECONSTRUCTION
REPAIR CURB SETTLEMENT
REMOVE BITUMINOUS PATCH AND SET NEW CONC
REPAIR LONGITUDINAL CRACKING
REUSE EXISTING GLASS (TYP)
REPAIR MINOR LONGITUDINAL CRACKING
REMOVE PAINT FROM LIGHT POLES
RELOCATE 2 LIGHT POLES IN PARKING AREA TO NEW ISLANDS (TYP FOR 2)
REMOVE & RESET GRANITE CURB
GRADE TO EXISTING CB
REMOVE & REPLACE 4' SIDEWALK
REPAIR LONGITUDINAL CRACKING OF CONC. SIDEWALK
REPLACE BROKEN CURB
TYPICAL SIDEWALK REPAIR
REMOVE & DISPOSE OF BIT CONC
REMOVE AND REPLACE OF EXIST SIDEWALK
REMOVE & DISPOSE OF ALL EXIST. FENCING (SEE DWG L-1)
REMOVE EXIST BRICK COPING
REMOVE & DISPOSE OF EXIST BACKSTOP & BALLARDS
REMOVE BIT. WALK AT NO. 17 AT BHA HOUSING
REMOVE AND DISPOSE OF ALL EXIST. FENCING (SEE DWG L-1)
SEE DRAWINGS L-1 AND L-2 FOR WORK IN THIS AREA
REMOVE AND DISPOSE OF ALL EXIST. FENCING (SEE DWG L-1)
REMOVE &



PLAN

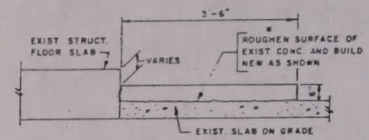
SCALE 1" = 40'-0"

OPTION 1



NOTE
AMOUNT OF DISPLACEMENT OF EXIST STAIRS MAY VARY. EXACT CONDITIONS TO BE DETERMINED BY THE CONTRACTOR IN THE FIELD.

REPAIR OF EXIST. EXTERIOR STAIRS



NOTE:
CONTRACTOR TO DETERMINE EXACT CONDITIONS IN THE FIELD.

ADDED TREAD AT ENTRANCES

OPTION 2

1. REMOVE AND DISPOSE OF EXISTING STAIRS.
2. EXCATE TO A DEPTH OF 24" BELOW EXISTING STAIRS. DISPOSE OF ALL UNSUITABLE MATERIAL.
3. EXISTING SUBGRADE SHALL BE COMPACTED.
4. BACKFILL SHALL BE PLACED IN SUCCESSIVE LAYERS NOT EXCEEDING 6" IN DEPTH. EACH LAYER SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DAY DENSITY.
5. ALL BACKFILL SHALL CONFORM TO THE FOLLOWING GRADATIONS:

SIEVE	PERCENT PASSING
2"	100
1-1/2"	70 - 100
3/4"	50 - 85
NO. 4	30 - 60
NO. 200	0 - 12

6. A SIX INCH SLAB OF LIGHTWEIGHT CONCRETE SHALL BE PLACED AS A BASE FOR NEW STAIRS.
7. NEW STAIRS OF LIGHTWEIGHT CONCRETE SHALL BE CAST IN PLACE TO THE EXACT MEASUREMENTS OF THE EXISTING STAIRS.

REVISIONS

NO	DATE	DESCRIPTION

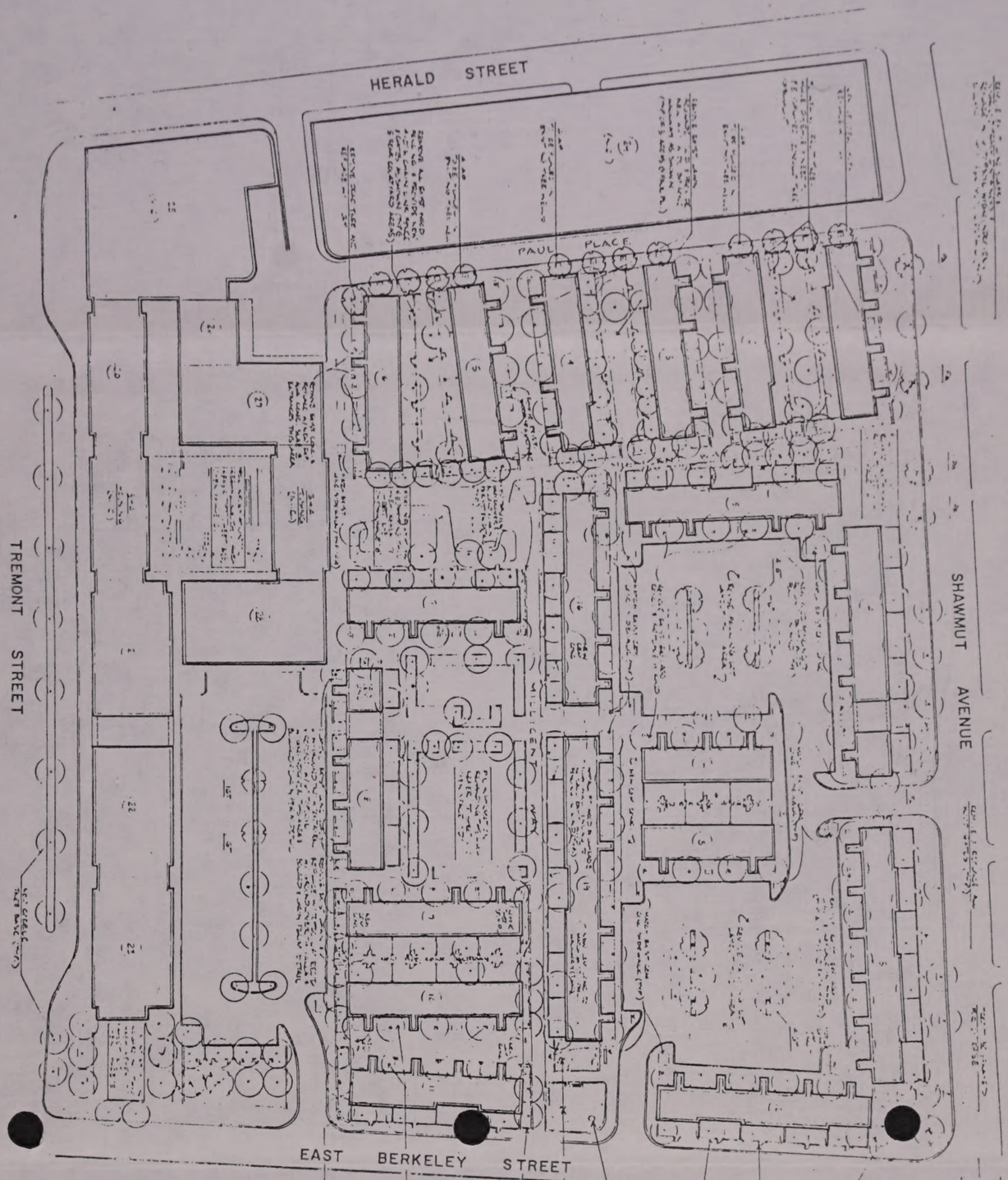
PROJECT NO 89036.00
DATE 5-8-89
SCALE AS NOTED
DRAWN BY / CHECKED BY Ch.M. J.P.D.

LEA GROUP INCORPORATED
Architects/Engineers/Planners
74 Amerland Street, Boston, MA 02111
Telephone 617-426-0580

CASTLE SQUARE REVITALIZATION PROJECT
Winn Development Company
Four Faneuil Hall Marketplace, Boston, Massachusetts 02109.

LOW RISE ENTRY STEPS ON GRADE

C-1



LEGEND

EXISTING BUILDING

EXISTING TREE

TREE TO BE REMOVED

NEW SHADE TREE

NEW FLOWERING TREE

PLANT LIST

GENERAL NOTES

PLANTING NOTES

L-1

CASTLE SQUARE REVITALIZATION PROJECT

winn Winn Development Company

Four Faneuil Hall Marketplace, Boston, Massachusetts 02109

LANDSCAPE PLAN

LEA GROUP INCORPORATED

Architects/Engineers/Planners

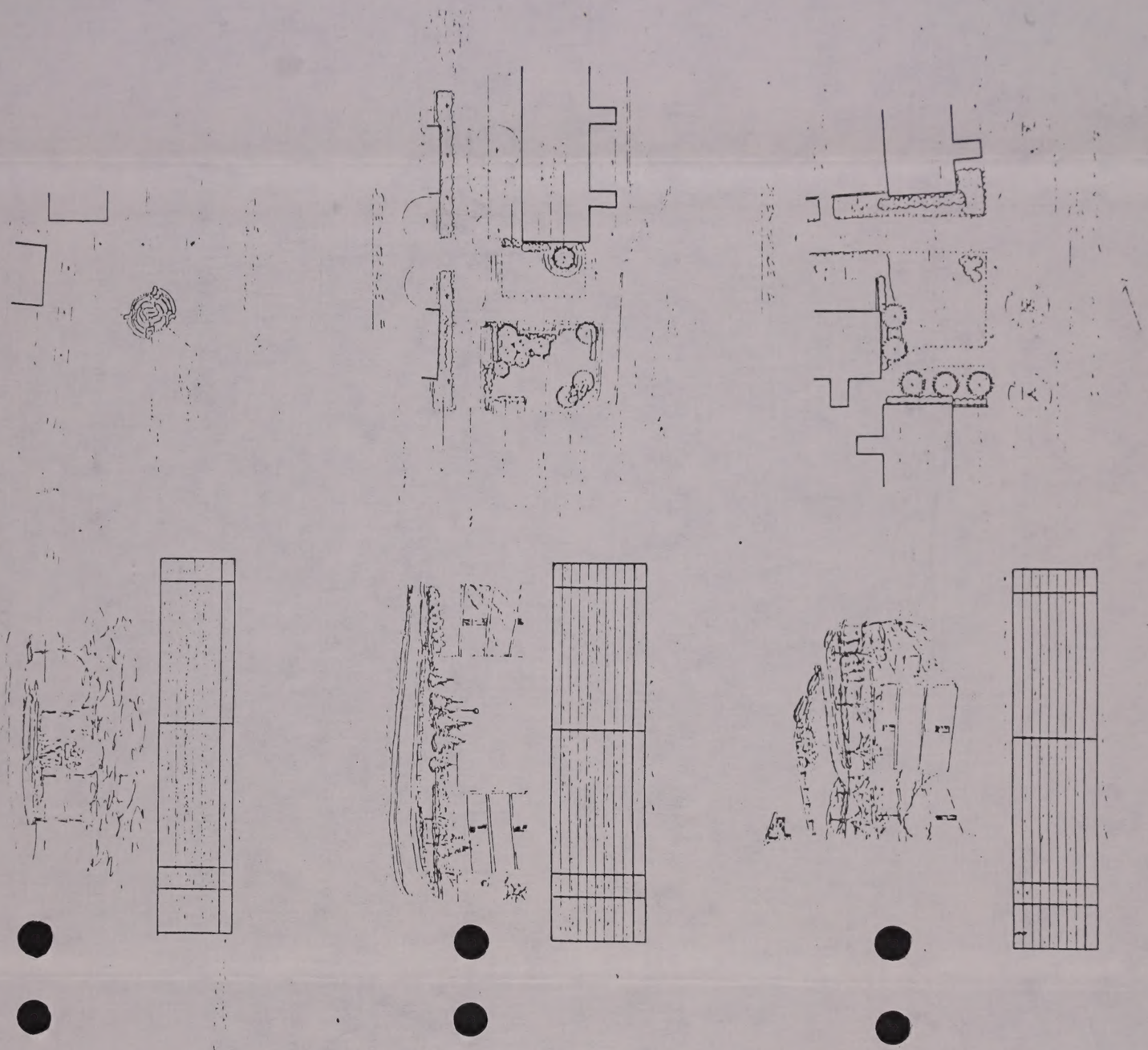
PROJECT NO. 81-10-77

DATE June 2, 1981

SCALE 1"=40'-0"

DRAWN BY / CHECKED BY

NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
1	9-25-81	MINOR REVISIONS			
2	10-20-81	REVISED PER BRA REVIEW			
3	1-20-82	FURTHER BRA REVIEW			



L-2

CASTLE SQUARE REVITALIZATION PROJECT

Winn Development Company
Four Faneuil Hall Marketplace, Boston, Massachusetts 02109

LANDSCAPE PLAN DETAILS

LEA GROUP
INCORPORATED
Architects/Engineers/Planners

PROJECT NO 87036.00
DATE JANUARY 31, 1990
SCALE AS NOTED
DRAWN BY / CHECKED BY LM SED

REVISIONS

NO	DATE	DESCRIPTION	BY	DATE	DESCRIPTION
1	3-21-90	ISSUED FOR SDA REVIEW			

Section 7.5. Dispute Resolution. With respect to any decision which is subject to arbitration under the terms of this Article VII, either Winn or the TMC may require arbitration in accordance with this paragraph by giving written notice that an action of the other party is unacceptable which notice shall include a detailed statement of its position. The other party shall respond in writing within five (5) business days, which response shall include a detailed statement of its position. Following submission of the written position statements, Winn and the TMC shall make a renewed effort to reach an agreement. If no agreement is reached within five (5) business days after the responding party's statement is received, either party may seek arbitration as set forth herein.

If a party believes that the implementation of an action will irreparably harm the Project or will result in a significant expenditure which could be avoided by a delay in the implementation of the action, such party may request that the Arbitrator, as defined below, direct that the action not be implemented until the completion of the Arbitrator's review of the matter. The Arbitrator shall be requested to render its decision regarding the implementation of a proposal within five (5) business days, if reasonably possible, and no action implementing such proposal shall be taken until the Arbitrator makes this initial determination.

The Arbitrator shall be requested to render its final decision on a matter subject to arbitration within thirty (30)

days, if reasonably possible, and CSTO and Winn agree to be bound by the Arbitrator's decision, which shall be final and binding on both parties.

The "Arbitrator" shall be: (i) MHFA, so long as it is a mortgagee; (ii) any subsequent first mortgagee, provided the mortgagee is a public body with a statutory charter similar to that of the MHFA; or (iii) in the event of a nonpublic first mortgagee or in the event that an Arbitrator declines to serve, an entity mutually selected by CSTO and Winn, but if no agreement on the selection of an Arbitrator is reached by CSTO and Winn within ten (10) business days after a determination that an Arbitrator is unavailable or has declined to serve, then the Arbitrator shall be designated by the Boston Redevelopment Authority.

ARTICLE VIII
TENANT FUND AND OTHER PAYMENTS TO CSTO

Section 8.1. Tenant Fund Contribution by Winn. In order to help ensure that CSTO shall have sufficient resources available to exercise fully its rights under this Agreement, Winn agrees to pay One Million Five Hundred Thousand ($1,500,000.00) Dollars (the "Winn Tenant Fund Payment") to CSTO. The Winn Tenant Fund Payment shall be made from proceeds available to Trebhershaw from the Syndication Closing and shall be payable from such proceeds in accordance with a schedule of payment which shall be reasonably acceptable to CSTO based upon the receipt of net

The deferred payments to be made pursuant to the provisions of subparagraphs (ii) and (iii) shall not bear interest and shall be due and payable unconditionally on the dates set forth therein.

The Druker Tenant Fund Payment shall be utilized by CSTO as follows:

(a) $100,000 of the $1,000,000 payable by Druker at the MHFA Closing shall be placed in an account to be utilized by CSTO for any of the purposes set forth in Section 8.3.

(b) The remainder of the $1,000,000 received at the MHFA Closing and the subsequent payments by Druker shall be placed in a Tenant Equity and Repair Fund (the "TERF Fund") to be utilized by CSTO only for Project expenses which are approved by MHFA.

(c) The interest earnings on the TERF Fund shall be available to CSTO for all of the purposes set forth in Section 8.3.

(d) After the exercise of the Winn Interest Purchase Right pursuant to Section 3.3, the TERF Fund shall be released from the restrictions set forth herein and shall be available to CSTO for all permitted uses set forth in Section 8.3, unless such funds are necessary to meet MHFA net worth or working capital requirements.

Section 8.3. Utilization of Tenant Funds. Except as otherwise provided in Section 8.1 and 8.2, all amounts received by CSTO from the Winn Tenant Fund Payment and the Druker Tenant Fund Payment shall be utilized by CSTO, or its designee, exclusively for the benefit of the residents of the Project. Such permitted expenses shall include, but not be limited to, repairs, capital improvements, improvement of the community facilities in the Project, tenant management training, social service, recreational, employment or scholastic scholarship funds for residents of the Project, costs for the operations of CSTO, including technical assistance consultants and staff salaries and the costs of appropriate office equipment and furnishings, and other expenditures which will advance the goals of CSTO.

Section 8.4. Payments to Technical Assistance Consultants for CSTO for Services Prior to the MHFA Closing. In order to ensure that CSTO is able to function effectively as a representative of the tenants' interests with respect to the Project and to insure that it is ultimately capable of assuming responsibility for management of the Property, Winn agrees to pay certain consulting costs incurred by CSTO, payable as follows:

(i) the sum of $30,000 within five (5) days of the BRA Approval as partial payment towards costs incurred by CSTO to retain professional development consultants through BRA Approval for the items set forth in the budget attached hereto as Exhibit 5.

All sums in excess of $30,000 set forth on Exhibit 5 shall be payable at MHFA Closing; and

(ii) up to $107,120 payable at MHFA Closing for the actual costs incurred by CSTO for the expenses set forth on Exhibit 6 for professional development consultants from the date of this Agreement through MHFA Closing in accordance with the estimates set forth in Exhibit 6.

All professional consultants will be paid at their customary hourly rates, plus disbursements. The attorneys retained by CSTO will be paid from the funds allocated in accordance with this Section 8.4 only for legal assistance rendered to CSTO directly related to Trebhershaw's acquisition and rehabilitation of the Project and not with respect to internal, corporate organizational issues of CSTO, issues related to the A&P food store, or issues related to the redevelopment of the Garage. CSTO shall be permitted to reallocate costs among the line items on the budgets referenced in (i) and (ii), above, but in no event shall Winn be liable for any amounts in excess of the total amount of such budgets. Winn and CSTO acknowledge that all payments made at MHFA Closing pursuant to this Section 8.4 and Section 8.5 are subject to the approval of the Financing Agencies.

Section 8.5. Payments to Technical Assistance Consultants for CSTO During Construction Period. CSTO has submitted a budget to Winn for the cost of the professional construction supervision

described in the Article IV, a copy of which is attached hereto as Exhibit 7, and such amounts shall be paid by Winn as incurred by CSTO up to the aggregate amounts set forth in such budget. CSTO shall submit requisitions to Winn for payment of invoices submitted to CSTO by such consultants, which requisitions shall be funded by Winn through the next requisition of construction loan advances for the Project. CSTO shall be permitted to reallocate costs among the line items on such budget, but in no event shall Winn be liable for any amounts in excess of the total amount of such budget.

Section 8.6. Office Space for CSTO. Winn will provide adequate rent-free office space for CSTO in the Project.

Section 8.7. Tenant Employment and Advancement Plan. Winn and the CSTO shall negotiate a detailed Tenant Employment and Advancement Plan (the "Tenant Employment Plan"). Under the Tenant Employment Plan residents of the Project who are qualified for available positions will have priority with respect to hiring and promotion for all available management and maintenance positions at the Project. The Tenant Employment Plan shall also guarantee that tenants of the Project employed by Winn be given the opportunity to develop their skills so as to advance to positions of greater responsibility and remuneration in Winn and its affiliates, whether or not related to the Project.

ARTICLE IX
GARAGE

Section 9.1. Use of Garage After BRA Approval. Beginning sixty (60) days after the date of the BRA Approval, Druker shall make available for the use of the residential and commercial tenants of the Project, one hundred fifty (150) parking spaces in the Garage at no charge as long as the Project is utilized for affordable residential housing. These spaces shall be continguous and identifiable and on one level to the maximum extent physically possible (the "Tenant Spaces"). Notwithstanding the foregoing, at the option of CSTO, CSTO and Druker (or Druker's lessee) shall cooperate to make reasonable arrangements to utilize a portion of the 150 spaces for up to 30 visitor parking spaces and up to 30 spaces for the customers of the A&P Store Parcel and the commercial tenants of the Project, to the extent that other arrangements are not made for such parking. The Garage shall be available for use in accordance with this Article IX twenty-four (24) hours a day, seven days a week. To the extent that any parking spaces are not used for such purposes, then such spaces may be utilized by Druker or Druker's lessee. Reasonable and effective security will be provided for the Garage. Druker, or its lessee, shall draft reasonable rules and regulations for the maintenance and operation of the Garage. CSTO shall have the right to review and approve those rules and regulations which relate to CSTO's rights under this Article IX, which approval will not be unreasonably

withheld or delayed. As a result of this shared parking arrangement, it is possible that on certain days, one or more tenants may not be able to park in the Tenant Spaces. The rules and regulations for the operation of the Garage shall provide that if such occurrences happen on a significant number of days in a month, then Druker or Druker's lessee and CSTO shall promptly meet to agree upon both immediate and long term measures so as to insure that such occurrences are reduced to remedy the problem.

Section 9.2. Proposal for New Garage. Druker agrees that the environmental and traffic impact reviews performed by Druker for any new garage proposed to be constructed on the site of the Garage (a "Proposed Garage") will be based on proposals for a garage which will not exceed thirty (30) feet from grade to top parking level in height (excluding parapet, and stair or mechanical penthouses) and shall comply with the requirements set forth in the South End Urban Renewal Plan as adopted by the BRA on September 23, 1965, as it may be amended, and will contain no more than 800 parking spaces. If any new garage is constructed, the tenants of the Project will be entitled to utilize 150 parking spaces in the new garage on the same terms and conditions set forth in Section 9.1. During the construction of any new garage, reasonable arrangements for alternative parking will be agreed upon by Druker, CSTO, and the BRA. Druker agrees to submit the proposals for a Proposed Garage to the review process set forth in Article 31 of the Boston Zoning Code (the "Article

31 Review"). The Parties acknowledge that, subject to the approval of the Mayor, CSTO will constitute a majority of the "Project Review Committee" to be appointed by the BRA and/or the Mayor's office under the Article 31 Review. The Parties acknowledge that CSTO has not supported any specific proposal for a Proposed Garage, and that CSTO reserves its rights to evaluate each proposal on the merits of such proposal.

Section 9.3. Consent of Garage Lessee. Druker agrees that any lessee of the Garage or a Proposed Garage shall specifically agree with the terms and conditions of this Article IX.

Section 9.4. Technical Assistance for Review of New Garage Proposals. Druker agrees to pay or cause to be paid up to $30,000 to CSTO commencing with the filing of the Project Notification Form under the Article 31 Review by Druker to be utilized by CSTO to hire consultants, including an architect and traffic engineer, to assist CSTO in its review of the proposal for a Proposed Garage. These amounts will be payable as incurred by CSTO and shall be paid by Druker within ten (10) business days of the submission of invoices by CSTO to Druker for such expenditures.

ARTICLE X
A&P FOOD STORE

Druker agrees to use its best efforts to preserve and maintain the site of the current A&P Food Store for retail food uses at rent levels not greater than those charged at comparable locations for comparable uses so as to insure that the A&P Food

Store or another equivalent food store continues to be available to serve the tenants of the Project, for such time as the Project is used for affordable housing.

ARTICLE XI
MISCELLANEOUS

Section 11.1. Assignment of Rights. Subject to the review and approval of HUD and MHFA, if required, CSTO shall have the right by notice to Winn or Druker to assign any, or all, of its rights under this Agreement to any non-profit entity which is formed for the purpose of developing or operating low and moderate income housing in the City of Boston.

Section 11.2. Alternate Financing Assumptions. The Parties acknowledge that the agreements set forth herein assume that the acquisition and rehabilitation of the Project will be financed by a package of subsidies, loans and grants outlined in Article I hereof. In the event that any material element in such financing package is unavailable, the Parties agree to negotiate in good faith to achieve the goals of this Agreement in light of the funding options that are then available to the Parties.

Section 11.3. Notices. Notices required or permitted to be given hereunder, unless otherwise specified, shall be deemed delivered on the day (i) mailed by registered or certified mail, return receipt requested, (ii) delivered to a national overnight delivery service, or (iii) transmitted by electronic facsimile transfer when an appropriate answerback and telephone

confirmation is received. All notices shall be addressed as follows:

If to CSTO:
Castle Square Tenants Organization
P.O. Box 180956
Boston, MA 02118
Attention: Deborah Backus and Wai Chang Gee, Co-chairs

With a copy to:

Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, MA 02111
Attention: Daniel D. Sullivan, Esquire

If to Winn or Trebhershaw:

c/o Winn Development Company
Six Faneuil Hall Marketplace
Boston, MA 02109
Attention: J. Ralph Cole

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky & Popeo
One Financial Center
Boston, MA 02111
Attention: Howard E. Cohen, Esquire

If to Druker:

c/o The Druker Company
50 Federal Street
Boston, MA 02110

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky & Popeo
One Financial Center
Boston, MA 02111
Attention: Howard E. Cohen, Esquire

Section 11.4. Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this

Agreement shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 11.5. Remedies. In the event of any breach of this Agreement, the aggrieved party shall be entitled to seek enforcement of this Agreement by mandatory injunction, or other appropriate relief. The Parties acknowledge that monetary damages will not constitute an adequate remedy for a breach and that they shall be entitled to specific performance of this Agreement. All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

Section 11.6. Choice of Law. This Agreement and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 11.7. Limited Liability. Notwithstanding any contrary provision hereof, with respect to the obligations set forth in this Agreement and any obligations hereunder, a party shall have recourse solely to (1) Winn's interest in the Project and Winn's partnership interest in Trebhershaw, (ii) Druker's interest in the Garage and in the A&P Store Parcel, and (iii) CSTO's interest in the Project and CSTO's partnership interest in Trebhershaw, and there shall be no recourse to any other assets of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and sealed by their duly authorized officers on the date first written above.

CASTLE SQUARE TENANTS ORGANIZATION, INC.

By:_____
Deborah Backus, Co-Chair

By:_____
Wai Chang Gee, Co-Chair

TREBHERSHAW LIMITED PARTNERSHIP

By: A.W.D. Corp., a Massachusetts corporation, General Partner

By:_____
Arthur Winn, President

CASTLE SQUARE ASSOCIATES

By:_____

ACKNOWLEDGED AND ACCEPTED
AS TO SECTION 7.5:

MASSACHUSETTS HOUSING FINANCE AGENCY

By:_____

Duly Authorized

LIST OF EXHIBITS

Exhibit 1: Lists of Plans and Specifications and letter dated May 2, 1990 from Hezekiah Pratt & Associates to Winn Development (the "Construction Documents")

Exhibit 2: Site Plan, as amended

Exhibit 3: Rent Increase Letter, dated April 20, 1990

Exhibit 4: MHFA Approved Operating Budget

Exhibit 5: Budget for Consultant Fees Through BRA Approval

Exhibit 6: Budget for Consultant Fees Payable at MHFA Closing for Services Rendered after BRA Approval

Exhibit 7: Budget for Consultant Fees during Construction Period

EXHIBIT 1

LIST OF DRAWINGS AND SPECIFICATIONS

DRAWING LIST

Revised 7/28/89

T-1	Title sheet

Revised 1/30/90

C-1	Lowrise entry steps on grade
C-2	Site improvement inventory
C-3	Site parking plan

Revised 1/31/90

L-1	Landscape plan
L-2	Landscape plan details
L-3	Landscape plan details

Revised 7/28/89

A-1	Midrise common area and stair details
A-2	Alterations to midrise lobby, elevator and trash chute and handicapped adaptable units, buildings 20, 21, 22, and 23
A-3	Lowrise stair tower and stair landing alterations and miscellaneous details, buildings 1 through 19
A-4	Lobby entrance and storefront repair and replacement, buildings 20, 21, 22, 23, 26, 27 and 28
A-5	Elevations for buildings 1 through 10
A-6	Elevations for buildings 11 through 14
A-7	Elevations for buildings 15 through 19
A-8	Elevations for buildings 20 through 23
A-9	Window types
A-10	Midrise lobby details
R-1	Roof plan, buildings 1, 2, 3
R-2	Roof plan, buildings 4, 5, 6
R-3	Roof plan and details, building 7, 8 9

castlesquare:csto:af6

R-4 Roof plan, building 11, 12, 13

R-5 Roof plan, buildings 14, 15, 16

R-6 Roof plan and details, building 17

R-7 Roof plan and details, buildings 18, 19, 20

R-8 Roof plan and details, buildings 26, 27, 28

R-9 Canopy plan, buildings 20, 21, 22

R-10 Canopy plan, buildings 20, 23

FP-1 Fire protection site plan

FP-2 Fire protection ground floor plans bldgs. 20, 21, 22, and 23

FP-3 Fire protection typical high rise floor plans

FP-4 Fire protection legend, notes and details

M-1 Daycare center, bldgs. 26 and 27 plus SKM-40489-penthouse boiler room plan

M-2 Midrise lobby heating plan and details

E-1 Building location plan

E-2 Typical type "A" lowrise building electrical plan

E-3 Typical type "B" lowrise building electrical plan

E-4 Typical type "C" lowrise building electrical plan

E-5 Typical type "D" lowrise building electrical plan

E-6 Typical type "E" lowrise building electrical plan

E-7 Midrise buildings lobby level power plan

E-8 Typical midrise building apartment level electrical plan

E-9 Midrise building lobby level and exterior lighting plan

E-10 Midrise Building intercom system and specifications

E-11 Midrise building lobby level fire alarm plan

E-12 Typical midrise building apartment level fire alarm plan

E-13 Typical midrise building fire alarm riser diagram

Specifications for Castle Square Revitalization Project

Documentation

Section 00020	Invitation to Bid
Section 00100	Instructions to Bidders (AIA - A701, 1987)
Section 00310	Proposal Form
Section 00400	Supplements to Bid Forms
Section 00501	Agreement Form (AIA, A101, 1987)
Section 00701	General Conditions (AIA - A201, 1976)
Section 00811	Supplementary General Conditions

Project Requirements

Section 01010	Project Scope and General Requirements
Section 02050	Roofing and Roof Appurtenance Demolition
Section 02072	Minor Demolition for Remodeling
Section 02222	Excavation and Backfilling
Section 02500	Unit Pavers
Section 02514	Portland Cement Concrete Paving
Section 03700	Concrete Restoration
Section 04500	Non-Structural Masonry Repair
Section 05500	Metal Fabrications
Section 05723	Abrasive Strips in Stairtreads
Section 06001	Carpentry Work
Section 06114	Wood Blocking and Curbing
Section 06410	Kitchen Cabinets
Section 07150	Dampproofing
Section 07220	Roof Insulation
Section 07465	Metal Faced Plywood Panels
Section 07532	Mechanically Fastened EPDM Roof and Flashing
Section 07570	Pedestrian Traffic Topping
Section 07600	Flashing and Sheetmetal
Section 07900	Sealants and Caulking
Section 08111	Standard Steel Doors and Frames
Section 08341	Overhead Coiling Grilles
Section 08410	Aluminum Windows, Entrances and Storefronts
Section 08520	Apartment Window and Sliding Door Repair
Section 08521	Aluminum Storm Windows and Storm Sliding Doors
Section 08712	Door Hardware
Section 08800	Glass and Glazing
Section 09111	Gypsum Wall Systems
Section 09220	Portland Cement Plaster
Section 09300	Miscellaneous Unit Interior Finishes
Section 09511	Suspended Acoustical Ceilings

Section 09688	Carpet Glue Down and Resilient Base
Section 09900	Painting
Section 10440	Interior Building Signage
Section 10552	Mail Boxes
Section 10605	Wire Mesh Partitions and Security Bar Grates
Section 11172	Trash Compactors and Trash Chute Repair
Section 11452	Residential Appliances and Air Conditioner Sleeves
Section 14215	Electric Elevators - Passenger
Section 15010	Hot Water Generators and Miscellaneous Mechanical Requirements
Section 15310	Fire Protection System
Section 15400	Plumbing System
Section 15870	Roof Fan Replacement
Section 16000	Electrical
Section 16760	Intercom and Door Buzzer System

EXHIBIT 1
Letter from HPA to Winn Development

Hezekiah Pratt & Associates, Inc.
186 South Street
Boston, MA 02111
617-357-6855

May 29, 1990

Mr. Ralph Cole
Winn Development Company
4 Faneuil Hall Marketplace
Boston, MA 02109
(617) 742-4500

RE: Additional Scope of Work Items

Dear Ralph,

This letter is to confirm our conversation of May 29, 1990 regarding my letter of May 7, 1990, Memorandum #6, outlining the additional Scope of Work items to be incorporated into the Construction Documents for Castle Square.

You indicated to me that the Memorandum was a substantially accurate summary of the additional Scope of Work items that will be incorporated into the Construction Documents (with the exception of item No. 16, which you said was already a part of the Construction Documents.) Since the Memorandum was substantially accurate, you felt that a meeting between CSTO and Winn to discuss the Memorandum was not warranted. You indicated that Memorandum #6 and the Construction Documents (revised as dated in said Memorandum) constitute the Scope of the Work for the project. The additional Scope of Work items will, however, be incorporated into the Construction Documents and CSTO will be given an opportunity to review them prior to construction.

The foregoing is an accurate documentation of our conversation, unless I am otherwise notified.

Sincerely,
Hezekiah Pratt & Associates, Inc.

William M. Pearce
Project Manager

cc: Deborah Backus
Scott Daniels
Wai Chang Gee
Michael Kane
Vincent O'Donnell
Josephine McNeil
Hezekiah Pratt
Jay Rose
Jeff Sacks
Kathleen Sheehan
Hollingsworth Wiedemann
File

PROJECT MEMORANDUM No. 6

Hezekiah Pratt & Associates

CASTLE SQUARE

2 May 1990

To: Castle Square Tenant's Organization, Inc.
P.O. Box 180956
Boston, MA 02118
From: Mike Pearce; Project Manager
Subject: Documentation of additional Scope of Work Items

The following Scope of Work items have not been incorporated into the Construction Documents:

SITE PLANS L-1, L-2, L-3 (revised 1/31/90)
C-1, C-2, C-3 (revised 1/30/90)

1. The location of the trash compactors and their affect upon the parking and site layout has not been determined.

2. The existing basketball court in Open Space Area "D" shall remain and be upgraded. The Construction Documents indicate that it is to be removed and replaced with a sand play area.

3. Fencing shall be installed at the daycare center on the north side of Open Space Area "C".

4. Open Space Area "A" shall have a protective wrought iron perimeter fence. The Construction Documents call for a low chain and bollard barrier.

5. Benches in Open Space Area "C" shall have backrests.

EXTERIOR (revised 7/28/89)

6. Stair towers at the lowrise buildings shall have all glazing replaced with new glazing. The Construction Documents call for existing glazing to be removed.

7. Doors, locks, and glazing at the third floor landing of the lowrise stair towers shall be replaced. The Construction Documents call for the existing partition to be removed.

8. Residents of the midrise apartments on Tremont Street with balcony access will be limited to not more than three

(3) persons on a balcony at one time. Signs for balcony doors and restrictions in tenant leases shall occur. The Construction Documents call for complete exclusion of people from the balconies.

9. In the ten lowrise apartments which presently have access to an adjacent roof deck (but no balcony access), a door with a security bar will replace the existing roof deck door. The Construction Documents call for complete exclusion of people from all roof decks.

10. All sliding windows and doors in the apartments shall be replaced with new thermal pane, insulated glass windows and doors. The Construction Documents call for new storm windows only.

11. To address sewer back-up and site drainage problems, some underground piping will be repaired. This is not currently addressed in the Construction Documents.

INTERIOR (revised 7/28/89)

12. All toilets in the apartments shall be replaced with new water saver toilets. The Construction Documents call for new seats and operating mechanisms only.

13. There is no mention in the Construction Documents of motor repair/replacement for the up-flow gas furnaces, nor air balancing requirements for the system, at the lowrise buildings.

14. All boilers in the midrise buildings shall be replaced with new modular boilers. The Construction Documents call for one of the two boilers that occur in each of the midrise buildings to be replaced and the other one repaired.

15. Each apartment shower shall receive a new low-flow shower head. This is not addressed in the Construction Documents.

16. All apartments shall receive new shower rods, soap dishes, and medicine cabinets in the bathrooms.

cc J. McNeil
H. Pratt
J. Sacks
file

DOC. # 5312
ADOPTED 5/31/90

(BD MEMO ATTACHED TO DOC. #5310)

SUPPLEMENTARY LAND DISPOSITION AGREEMENT

SUPPLEMENTARY LAND DISPOSITION AGREEMENT

THIS SUPPLEMENTARY LAND DISPOSITION AGREEMENT, made and entered into this _____ day of _____, 199__ (this "Agreement"), by and between the Boston Redevelopment Authority (the "BRA"), and Trebhershaw Limited Partnership, a Massachusetts limited partnership ("Trebhershaw").

WHEREAS, the BRA and City Redevelopment Corporation ("CRC") entered into a Land Disposition Agreement dated March 12, 1965 (the "LDA"), pursuant to which the BRA and Castle Square Associates ("CSA"), as successor in interest to CRC, executed and delivered a deed dated July 14, 1965 (the "Deed"), by which the BRA granted to CSA certain land, being portions of Parcel 1, so called, in the Castle Square Section of the South End Urban Renewal Project Area consisting of Parcels 1A, 1B, 1C and 1D, together with the fee to the centerline of certain streets and ways and with the benefit of and subject to certain easements and to the terms and provisions of the LDA, all as described in the Deed and as shown on a plan of land entitled "Property Disposition Plan" prepared by Whitman & Howard Inc., Engineers, dated November 17, 1964 (Revised December 2, 1964, March 10, 1965, April 29, 1965, May 13, 1965, June 24, 1965, and July 8, 1965), recorded with the Deed and described in Exhibit A. The LDA was recorded at the Suffolk County Registry

of Deeds (the "Registry") at Book 7966 and Page 385 and the Deed was recorded at the Registry at Book 7966 and Page 327. The interests conveyed to CSA under the Deed, including without limitation, Parcels 1A, 1B, 1C and 1D are sometimes collectively referred to herein as the "Urban Renewal Parcels";

WHEREAS, the Urban Renewal Parcels are in their entirety located in the South End Urban Renewal Area, and, by the terms of the Deed and the LDA, are subject to the provisions of the South End Urban Renewal Plan, as adopted by the BRA on September 23, 1965 (as amended from time to time, the "Plan");

WHEREAS, pursuant to the LDA, the Deed and subject to and in furtherance of the Plan, CSA constructed on the Urban Renewal Parcels 500 units of housing and certain commercial space and a parking garage financed with the proceeds of a loan insured under the provisions of Section 221(d)(3) of the National Housing Act of 1937 (the "NHA");

WHEREAS, under the terms of the current regulatory restrictions, CSA has the opportunity to prepay the mortgage and terminate the existing rent and income restrictions;

WHEREAS, the BRA wishes to require the owner of the housing development to maintain the low and moderate income character thereof;

WHEREAS, A.W.D. Corp., a Massachusetts corporation and an affiliate of Winn Development Company ("Winn"), presently is the sole general partner of Trebhershaw;

WHEREAS, Winn has agreed to admit the Castle Square Tenants Organization, a Massachusetts corporation organized under M.G.L. c. 180, with an address at P.O. Box 180956, Boston, Massachusetts 02118 ("CSTO"), as a co-general partner in Trebhershaw;

WHEREAS, simultaneously with the recording of this Agreement, CSA is willing to convey the housing portion of the Urban Renewal Parcels together with certain commercial space located within the housing portion in accordance with the terms and conditions of the Castle Square Project Agreement by and among Trebhershaw, CSTO, and CSA, dated as of May 31, 1990 (the "Project Agreement"), which Project Agreement is attached hereto as Exhibit B;

WHEREAS, the Project Agreement provides extensive detail concerning inter alia, short-term and long-term affordability mechanisms, management and decision-making responsibilities, rehabilitation and operating issues, employment and training opportunities, parking, relocation, technical assistance funding, and the establishment of tenant fund contributions;

WHEREAS, the housing located on the Urban Renewal Parcels is presently in need of capital improvements to ensure maintenance of such housing in good and safe condition and repair and to ensure compliance with all laws, codes, ordinances and regulations applicable thereto;

WHEREAS, Trebhershaw is willing to undertake a program of capital improvements and repairs to ensure the maintenance of the housing on the Urban Renewal Parcels in good and safe condition and repair and to ensure compliance with all laws, codes, ordinances and regulations applicable thereto;

WHEREAS, the project roadways, open space and landscaping on Parcel 1 are presently in need of capital improvements and repairs to restore and thereafter to ensure the maintenance of such roadways, open space and landscaping in good and safe condition and repair;

WHEREAS, Trebhershaw would be willing to assume responsibility for undertaking a program of capital improvements and repairs and for thereafter maintaining the project roadways, open space and landscaping on Parcel 1 in good and safe condition and repair if the City of Boston (the "City") is willing to release to Trebhershaw certain funds for such purpose; and

WHEREAS, as a condition of its approvals and the release of funds by the City, the City and the BRA will require Trebhershaw to undertake a program of capital improvements and repairs to ensure the maintenance of the housing on the Urban Renewal Parcels in good and safe condition and repair and to ensure compliance with all laws, codes, ordinances and regulations applicable thereto, including the specific requirement that Trebhershaw use the proceeds of any funds released by the City to undertake, inter alia, a program of capital improvements and repairs to ensure the maintenance of the project roadways, open space and landscaping on Parcel 1 in good and safe condition and repair.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree to the following terms and conditions:

1. Applicability of Prior Documents.

The LDA, the Deed and the Plan shall remain in full force and effect, each in accordance with its terms as the same may be amended from time to time with the approval of the BRA. Except as set forth herein, no provision in this Agreement

shall abrogate, limit, restrict or modify in any way, any term, condition, obligation, covenant or requirement contained in the LDA, the Deed or the Plan.

2. Project Agreement.

The terms and conditions of the Project Agreement shall be incorporated herein by reference. In the event any provision of this Agreement is inconsistent with any provision of the Project Agreement, the provisions of the Project Agreement shall nevertheless be given full force and effect and shall be controlling over any such provision of this Agreement.

3. Subdivision.

A portion of Parcel 1A, consisting of approximately 31,536 square feet and roughly bounded by Herald Street, Paul Place and Tremont Street, as more fully described in Exhibit C and the plan referenced therein to be recorded herewith, shall be subdivided from the remaining portion of Parcel 1A to form Parcel 1E. The BRA hereby approves, pursuant to its authority under the provisions in the Plan, the subdivision of Parcel 1A and the formation of Parcel 1E.

4. Transfer of Title.

CSA plans to transfer title to Parcel 1A (less the portion which constitutes Parcel 1E as described in paragraph 2 above),

Parcel 1B, and Parcel 1C (hereinafter Parcel 1B, Parcel 1C and Parcel 1A, less the portion which constitutes Parcel 1E, are collectively referred to as the "Premises") in accordance with the terms of the Project Agreement. The Premises shall hereafter be subject to the terms and provisions of this Agreement, in addition to the applicable provisions of the LDA, the Deed and the Plan.

Nothing in the LDA, the Deed, the Plan or this Agreement shall prohibit Trebhershaw from assuming any existing mortgage on the Premises.

5. Extension in Perpetuity of Restrictive Covenants as Applicable to Premises.

Covenants A and B contained in the Deed, which covenants appear in the Deed as recorded at the Registry at Book 7966 in Pages 340 and 341, respectively, shall be hereby extended to be effective in perpetuity with respect to the Premises and shall not expire as of the expiration date of the Plan. As more fully set forth in the Deed, Covenant A requires the grantee, its successors and assigns to devote the granted premises to and only to the permitted uses and subject to the applicable limitations of the Plan, or as the Plan may be from time to time modified so long as any such modification is approved by the grantee, its successors and assigns. As more fully set forth in the Deed, Covenant B requires the grantee, its

successors and assigns not to use or devote the granted premises or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan.

Such covenants shall continue to run with the Premises in favor of the BRA and any successor public agency designated by or pursuant to law both for and in its or their own right and also for the purpose of protecting the interests of the community and other parties, public and private, in whose favor and for whose benefit such covenants are provided, and such covenants shall be in force and effect, without regard to whether the BRA or any such successor remains or is an owner of any land or interest in the South End Urban Renewal Area, but shall not be enforceable by transferees of other land owned by the BRA in such project area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his or her period of ownership, possession or occupancy.

6. New Mortgages.

Nothing in this Agreement, the Deed, the LDA or the Plan shall prohibit Trebhershaw from granting a security interest in the Premises for any purpose.

7. Improvements.

Other than the improvements described herein and in Paragraph 8 below, Trebhershaw shall not demolish or subtract from the improvements on the Premises or make any additions thereto or extensions thereof which involve significant alteration of the exterior dimensions of the improvements, without the prior written approval of the BRA, which approval shall not be unreasonably withheld. In the event Trebhershaw shall fail to comply with the foregoing requirements, the BRA may within a reasonable time after discovery thereof by the BRA direct in writing that Trebhershaw so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the BRA. Trebhershaw shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

8. Capital Improvements to the Premises.

Trebhershaw shall undertake a program of capital improvements and repairs to ensure the maintenance of the housing on the Premises in good, safe and sanitary condition and repair and to ensure compliance with all applicable laws, codes, ordinances and regulations (the "Improvements") in

accordance with the specifications for the improvement program (the "Program") consisting of ____ pages and on file with the BRA (the "Specifications"). Such Improvements shall include exterior repairs, interior repairs, weatherization and energy efficiency repairs and improvements to the infrastructure as required in the following paragraph.

As part of and included in the Improvements, Trebhershaw shall specifically undertake to reconstruct, repair and improve the paved areas consisting of Paul Place, Millicent Way, Village Court, Emerald Court and Castle Court (collectively the "Project Paved Areas") and the open spaces consisting of Parcels A, B, C, D, E and F as shown on the Property Disposition Plan described in Exhibit A (collectively the "Project Open Spaces"), which are owned by the BRA, in accordance with the specifications for the infrastructure improvement program (the "Infrastructure Program"), consisting of _____ pages and on file with the BRA (the "Infrastructure Specifications"); and such reconstruction, repair and improvements shall include, but not be limited to, repairing, landscaping, lighting and placing appropriate signs on the Premises. Trebhershaw shall also undertake engineering analysis, as it may deem necessary in accordance with accepted construction and engineering standards, to determine the condition of underground utilities as they may be impacting on the condition of the housing, the Project Paved Areas and

Project Open Spaces. (Collectively, the engineering analysis and the portion of the Improvements described in the Infrastructure Specifications are hereinafter referred to as the "Infrastructure Improvements".)

Trebhershaw shall diligently prosecute to completion the Improvements, including the Infrastructure Improvements, in accordance with the Specifications and the Infrastructure Specifications, within three years from the date of recording of this Agreement. To ensure affordability and the provision of decent, safe and sanitary housing and in consideration of Trebhershaw's agreeing to undertake future maintenance obligations as set forth in Paragraph 9 below, the Mayor's Office of Capital Planning and Budget and the City Council have approved an appropriation of Two Million Dollars ($2,000,000) (the "Capital Funds") to be made available through the BRA to be utilized by Trebhershaw to undertake the Improvements, including the Infrastructure Improvements, in accordance with the Specifications and the Infrastructure Specifications. The release of the Capital Funds shall be administered by the BRA and shall be advanced through requisitions based on customary construction loan procedures. The conditions and terms of the release of the Capital Funds are as follows:

Section 1. Terms of Release

A. Principal: The Capital Funds shall be for a principal sum of Two Million Dollars ($2,000,000).

B. Interest: One percent (1%) simple interest, due and payable at the expiration of the term.

C. Term: Coterminous with the term of the permanent mortgage financing.

D. Repayment: Principal and interest shall be due and payable at the expiration of the Term.

E. Prepayment: Trebhershaw may prepay the Capital Funds at any time without penalty.

F. Non-Recourse: Notwithstanding any contrary provision hereof, the Capital Funds shall be released without recourse to the personal assets of any general or limited partner of Trebhershaw, or any of Trebhershaw's successors and assigns excepting only interests in the Premises. In no event shall any general or limited partner of Trebhershaw have any personal liability for the payment of any sum of money which is or may become payable by Trebhershaw under any document or instrument given by Trebhershaw to the BRA in connection with the Capital Funds, and the BRA shall look only to the interests of Trebhershaw in the Premises for any such payment.

Section 2. Restrictions and Controls Upon the Improvements of the Project Road Ways

A. Improvements and Submissions of Plans.

(i) Trebhershaw shall use the Capital Funds only for the purposes of the construction of the Improvements, including the Infrastructure Improvements.

(ii) On or before September 30, 1990, Trebhershaw shall submit to the BRA the Specifications, including the Infrastructure Specifications.

Section 3. Time for Commencement and Completion of the Improvements

A. Trebhershaw shall begin the construction of the Improvements in accordance with the approved Specifications and Infrastructure Specifications within thirty (30) days after the initial receipt of the Capital Funds.

B. Trebhershaw shall diligently prosecute to completion the construction of the Improvements and shall complete such construction not later than three years from the date of recording of this Agreement.

C. Subsequent to the execution of this Agreement, until the construction of the Improvements, including the

Infrastructure Improvements, has been completed, Trebhershaw shall make, in such detail as may be reasonably required by the BRA, a report in writing to the BRA every three (3) months as to the actual progress of Trebhershaw with respect to such construction. The work of Trebhershaw shall be subject to inspection by representatives of the BRA.

D. It is intended and agreed that the agreements and covenants contained in this Paragraph 8 of this Agreement with respect to the beginning and completion of the Improvements shall be covenants running with the Premises, and covenants to the same effect shall be contained in any instruments from the BRA to Trebhershaw or to its successors or assigns with respect to the Premises or any part thereof or interest therein, and in any instruments from Trebhershaw, or such successors and assigns, conveying the Premises or any part thereof or interest therein and shall be expressed therein to be covenants running with the land.

Section 4. When Improvements Completed

The construction of the Improvements, including the Infrastructure Improvements, shall be deemed completed for the purposes of this Agreement when the Improvements, including the Infrastructure Improvements, required of Trebhershaw by the provisions of this Agreement have been constructed and are substantially ready for use, and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the BRA, as set forth in this Section.

Promptly after completion of the Improvements, including the Infrastructure Improvements, in accordance with the provisions of this Agreement, the BRA will furnish to Trebhershaw an appropriate instrument so certifying such completion. Such certification by the BRA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligation of Trebhershaw, and its successors and assigns, to construct the Improvements, including the Infrastructure Improvements, and the dates for the beginning and completion thereof, and the conformity of such Improvements, including the Infrastructure Improvements, to the Plan; provided, that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of Trebhershaw to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance other improvements to the Premises, or any part thereof.

Provided Trebhershaw is not in default with respect to any of its obligations under this Agreement, upon proper completion

of the Improvements, including the Infrastructure Improvements, the BRA will certify to Trebhershaw that such Improvements, including the Infrastructure Improvements, have been made in accordance with the provisions of this Agreement. Such certification shall mean and provide: (1) that any party purchasing or leasing any individual part or parcel of the Premises shall not incur any obligation with respect to the construction of the Improvements, including the Infrastructure Improvements, relating to such part or parcel or to any other part or parcel of the Premises; and (2) that neither the BRA nor any other party shall thereafter have or be entitled to exercise, with respect to any such individual part or parcel so sold, or in the case of lease with respect to the leasehold interests, any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Premises as a result of a default in or breach of any provisions of this Agreement by Trebhershaw or any successor in interest or assign.

All certifications provided in this Section shall be in such form as will enable them to be recorded at the Suffolk County Registry of Deeds and the Suffolk Registry District of the Land Court. If the BRA shall refuse or fail to provide any certification in accordance with the provisions of this Section, the BRA shall, within ninety (90) days after written request by Trebhershaw, provide Trebhershaw with a written statement, indicating in adequate detail in what respects Trebhershaw has failed to complete the Improvements, including the Infrastructure Improvements, in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts will be necessary, in the opinion of the BRA, for Trebhershaw to take or perform in order to obtain such certification.

Section 5. Prompt Payment of Obligations

Trebhershaw shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to Trebhershaw or any of its contractors or subcontractors in connection with the construction of the Improvements, including the Infrastructure Improvements, required by this Agreement.

Section 6. Non-Discrimination in Employment

Trebhershaw, for itself, its successors and assigns, agrees that in the construction of the Improvements, including the Infrastructure Improvements, in accordance with the provisions of this Agreement:

A. Trebhershaw will not discriminate against any employee or applicant for employment because of race, color, sex, sexual preference, religion or national origin. Trebhershaw will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sexual preference or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Trebhershaw agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the BRA setting forth the provisions of this non-discrimination clause.

B. Trebhershaw will, in all solicitations or advertisements for employees placed by or on behalf of Trebhershaw, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual preference or national origin.

C. Trebhershaw will send to each labor union or representative of workers with which Trebhershaw has a collective bargaining agreement or other contract of understanding, a notice, to be provided advising the said labor union or worker's representative of Trebhershaw commitments under Section 202 of the Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Trebhershaw will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. Trebhershaw, for itself and all successors and assigns, further agrees that in all construction activity in connection with the Improvements, including the Infrastructure Improvements, Trebhershaw shall use its best efforts and cause the general contractor to pursue the efforts hereinafter described with a goal to employ workers in construction so that the worker hours on a craft-by-craft basis shall be performed as follows:

at least 50% by bona fide City of Boston residents;
at least 25% by minorities; and
at least 10% by women.

Such efforts consist of the following:

(1) Trebhershaw shall incorporate in every general construction contract or construction management agreement an enumeration of the foregoing worker hour goals and shall impose a responsibility upon the contractor to pursue the efforts enumerated in this Section (E) and to incorporate such worker hour goals in all subcontracts and impose upon all subcontractors the obligation to pursue such efforts;

(2) The BRA, Trebhershaw, every contractor, and every subcontractor shall each designate an individual to serve as affirmative action officer for the purpose of carrying out the efforts to achieve worker hour goals set forth herein;

(3) Contemporaneously with the start of construction, the affirmative action officers and other interested representatives of the BRA, Trebhershaw, each contractor, and each subcontractor then selected shall hold a pre-job conference with appropriate union representatives of the construction trade unions for the purpose of reviewing the worker hour goals applicable to the Improvements, including the Infrastructure Improvements, and the manning requirements for construction activity over the life of the construction period;

(4) Each request for qualified construction workers made by any person involved in the construction of the Improvements to a union hiring hall or business agent shall contain a recitation of worker hour goals and a request that qualified referees for construction positions in connection with the Improvements, including the Infrastructure Improvements, be selected in the same proration as such goals; provided however, that if at the time of any such manning requests the requesting party's workforce composition falls short of any one or more of such goals, such manning request shall seek qualified referees in such proration among such categories as would be necessary to more fully achieve such goals. In the event that the union hiring hall or business agent to which or whom such a manning request has been submitted fails to comply with such request, the affirmative action officer of such requesting party shall seek to verify that insufficient workers in the categories specified in such request are then shown on the unemployed list maintained by such union hiring hall or business agent by seeking to obtain an affidavit from the union

hiring hall representative or business agent to such effect. Copies of any affidavit so obtained shall be forwarded to the affirmative action officer of the BRA.

(5) All persons applying directly to the contractor, or subcontractor for employment in construction of the Improvements who are not employed by the party to whom application is made will be referred to the affirmative action officer of the BRA and a written record of such referral shall be made, a copy of which shall be sent to such officer; and

(6) Trebhershaw, every contractor and every subcontractor shall each maintain records reasonably necessary to ascertain compliance with the requirements of this Section for at least one year after the issuance of the Certificate of Completion and will make the same available for inspection by the BRA upon reasonable notice.

F. Trebhershaw, for itself and its successors and assigns, further agrees that in the construction of the Improvements, including the Infrastructure Improvements, Trebhershaw shall comply and shall require its general contractor, to comply with the Mayor's Executive Order "Encouraging Minority Business Enterprise" dated June 28, 1978 effective July 1, 1978, as attached hereto as Exhibit D and incorporated herein by reference.

G. Trebhershaw, for itself and all successors and assigns, further agrees that in the construction of the Improvements, including the Infrastructure Improvements, Trebhershaw shall comply with the provisions of the First Source Agreement, as attached hereto as Exhibit E and incorporated herein by reference, relating to employment positions for city residents.

H. Trebhershaw will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor, or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to Trebhershaw's books, records and accounts by the BRA, the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

I. In the event of Trebhershaw's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be

cancelled, terminated, or suspended in whole or in part and Trebhershaw may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

J. Trebhershaw will include the provisions of subsections (A) through (G) of this Section in every employment contract, whether union or nonunion, and in every other contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of his contractors, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be. Trebhershaw will take such action with respect to any construction contract, subcontract, or purchase order as the BRA or the United States Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Trebhershaw becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the BRA or HUD, Trebhershaw may request the United States to enter into such litigation to protect the interest of the United States.

For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read: "During the performance of this Contract, the Contractor/Subcontractor/Vendor agrees as follows:" and the term "Trebhershaw" as it appears throughout this Section shall be changed to "Contractor", "Subcontractor", or "Vendor", as the case may be.

Section 7. Access to the Property by the BRA and City Personnel

Trebhershaw, its successors and assigns, shall from time to time until the expiration of the term of the Plan, at all reasonable hours, give to the duly authorized representatives of the BRA, free and unobstructed access for inspection purposes to any and all of the Improvements, including the Infrastructure Improvements, constructed by Trebhershaw, its successors and assigns, and to all open areas surrounding the

same. Such representatives shall comply with all safety and site control requirements imposed by the contractor for the Improvements, including the Infrastructure Improvements.

Section 8. Consequences of Breach by Trebhershaw With Respect to Commencement and Completion of Construction

In the event that Trebhershaw shall fail to perform its obligations under this Agreement with respect to commencement or completion of construction of the Improvements, including the Infrastructure Improvements, the BRA shall in writing notify Trebhershaw of such failure or violation. Trebhershaw shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If Trebhershaw does not cure such failure or violation within the 90-day period (or within such extended period of time as may be established by the BRA acting solely in its discretion) and if the holders of record of mortgages do not exercise their rights to cure such violation or failure (as provided in Section 10 hereof), Trebhershaw shall promptly transfer possession of, and reconvey the Premises, together with all of the Improvements, including the Infrastructure Improvements, thereon, to the BRA without cost to the BRA, by quitclaim deed but subject to any existing building loan agreements and mortgages thereon permitted under this Agreement. In the event that Trebhershaw shall fail so to reconvey, the BRA may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs, with respect to such proceedings. The remedies set forth in this section shall be exclusive of any others for the breaches covered by this Section 8.

In the event that Trebhershaw or a mortgagee reconveys to the BRA pursuant to this Section 8, the BRA shall undertake with due diligence to resell the Premises so reconveyed and the Improvements thereon, subject to all of the provisions of the Plan. The proceeds of such resale shall be used:

first to reimburse the BRA for all costs and expenses incurred by the BRA, including the salaries of the BRA personnel in connection with the recapture, management and resale of the Premises and all administrative and overhead costs in connection therewith; all taxes, payments in lieu of taxes, public charges and other sums owing to the City of Boston or the BRA with respect to the Premises up to the time of such resale; any payments made to discharge any encumbrances or liens existing or threatened on the Premises; any expenditures made or obligations incurred with respect to the making or completion of Improvements on

the Premises; and any amounts otherwise owing to the BRA from Trebhershaw; and the balance of such proceeds, if any, shall be used to reimburse Trebhershaw for and up to the amount expended by it in the purchase and improvement of the Premises, less any profit theretofore realized by Trebhershaw from the disposition of any interest in the Premises. Any balance remaining after reimbursement to Trebhershaw shall remain the property of the BRA.

In the event of a failure to cure under this Section, the BRA shall have the right to re-enter for breach of condition subsequent.

In addition to the other remedies hereinabove provided in this Section 8, upon such failure by Trebhershaw to cure under this Section, the BRA may in its sole discretion terminate, by written notice to Trebhershaw, any or all of its obligations to Trebhershaw hereunder.

In the event the BRA exercises its rights under this Section, any revesting of title in the BRA as a result thereof:

(1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by the LDA, the Deed, the Plan and this Agreement and executed for the purpose of obtaining funds to construct improvements on the Premises and/or to finance the acquisition of the Premises, and (ii) any rights or interests provided in the LDA, the Deed, the Plan and this Agreement for the protection of the holders of such mortgages;

(2) Shall not apply to individual parts or parcels of the Premises (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed and which have, pursuant to authorization contained in this Agreement, been sold or leased to other parties.

Section 9. Notice of Breaches to Mortgagees

In the event that the BRA, pursuant to Section 8, gives written notice to Trebhershaw of a failure or violation under Section 8, the BRA shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Premises permitted under the LDA, the Deed, the Plan and this Agreement. To facilitate the operation of this Section, Trebhershaw shall at all times keep the BRA provided with an up-to-date list of names and addresses of mortgagees and holders of building loan agreements from whom Trebhershaw has obtained loans secured by the Premises.

Section 10. Mortgagee May Cure Breach

In the event that Trebhershaw receives notice from the BRA of a failure or violation under Section 8 and such failure or violation is not cured by Trebhershaw before the expiration of the ninety (90) day period provided for in Section 8, the holders of record of building loan agreements and/or mortgages in replacement thereof may cure any such failure upon giving written notice of their intention to do so to the BRA within fifteen (15) days after the expiration of the ninety (90) day period, or within sixty (60) days after such holder receives notice of such failure, whichever period is longer.

Anything in this Agreement to the contrary notwithstanding, it is further expressly understood that should any Improvements on the Premises or portion thereof be covered by a mortgage permitted under this Agreement, the mortgagee thereunder shall not be obligated to complete the construction of the Improvements contemplated in this Agreement, nor shall it guarantee the completion of Improvements, including the Infrastructure Improvements, as hereinbefore required of Trebhershaw, and further that in case of any default in the construction of the Improvements by Trebhershaw, the mortgagee shall have the option of completing or not completing the Improvements, including the Infrastructure Improvements, or causing the same to be completed.

Notwithstanding the foregoing provisions of this Section, it is hereby understood and agreed that if the mortgagee shall become the owner of Trebhershaw's interest in the Premises and shall determine to perform any construction operations therein, or any part thereof, the mortgagee shall perform all such construction operations in accordance with the provisions of this Agreement, except that the time limits set forth in Section 3 of this Paragraph shall be extended by the BRA as may be reasonably necessary to complete any such construction operations. In the event any mortgagee elects to complete the Improvements, including the Infrastructure Improvements, as herein provided, such mortgagee shall be entitled to receive the Certificate of Completion referred to in Section 4 of this Paragraph following completion of the Improvements, including the Infrastructure Improvements, in accordance with the provisions of this Agreement. If such mortgagee shall assign or transfer such interest in the Premises, the instrument by which the assignment or transfer is effected shall contain a covenant, which shall be a covenant running with the land, that the grantee or any successor in interest of such grantee, shall be obligated to perform and to complete the Improvements, including the Infrastructure Improvements, to be performed by Trebhershaw, or the successor in title and interest, as

provided for by this Agreement except that, as to such grantee, the time limits stipulated in Section 3 of this Paragraph may be extended as provided hereinbefore in this Section. If any mortgagee who has elected to foreclose its mortgage for the failure of Trebhershaw to complete the Improvements, including the Infrastructure Improvements, in accordance with this Agreement so notifies the BRA in writing within fifteen (15) days of the expiration of the ninety (90) day period or within sixty (60) days after receipt of such notice of failure, whichever period is longer, and thereafter proceeds diligently with such foreclosure, the BRA will not undertake any action under Section 8 of this Paragraph until thirty (30) days after completion of a foreclosure action or 120 days after receipt of such notice of election to foreclose, whichever shall first occur.

9. Maintenance of Project Road Ways and Open Spaces.

After the completion of the construction of the Improvements, including the Infrastructure Improvements, Trebhershaw shall be responsible, as time and resources allow, for the reasonable cleaning and maintenance of the Project Road Ways and the open spaces, which include the Project Open Spaces described in Paragraph 8 of this Agreement, including reasonable trash collection, tree care, lawn maintenance, sidewalk and walkway clearing (including but not limited to snow removal) and other general upkeep; and planting and reasonable maintenance of flower beds and shrubbery. All responsibilities of Trebhershaw under this Paragraph shall be performed at Trebhershaw's reasonable expense.

Trebhershaw shall not be responsible for the replacement of trees, benches, statuary, light fixtures, light poles and any other property located on the Project Road Ways or the Project Open Spaces, unless the damages thereto are a result of the

gross negligence of Trebhershaw, its agents or employees but may, at its option and at its own expenses repair or replace any such property.

Trebhershaw and the BRA agree that the Project Road Ways shall be used for parking for the Premises in accordance with the Plan and for all purposes for which public highways and footways are used in the City.

Trebhershaw, its agents and employees shall not expect, nor be owed, any reimbursement from the BRA or the City for any funds, materials or labor expended on the work performed pursuant to this Paragraph.

Trebhershaw shall not commit waste or impairment of or to the Project Road Ways or the Project Open Spaces.

Trebhershaw covenants and agrees that it shall not discriminate or permit discrimination upon the basis of race, color, sex, religion, national origin or sexual preference in the use of the housing on the Premises, the Project Road Ways or the Project Open Spaces.

In consideration of Trebhershaw's assuming the obligations set forth in the provisions of this Paragraph, Trebhershaw shall be entitled to receive from the appropriate city officials and/or agencies, releases and discharges of Trebhershaw, its employees and agents, of and from all claims, demands, actions, and causes of action of every nature, except the gross negligence and intentional torts of Trebhershaw,

which may arise and relate in any way to the performance of the provisions of this Paragraph.

Further, Trebhershaw shall be entitled to receive from the appropriate city officials and/or agencies, indemnifications and agreements to hold Trebhershaw, its employees and agents, harmless from and against any and all liabilities, claims, actions, costs and expenses (including cost of defense) in any way relating to or arising out of the performance of the provisions of this Paragraph except those relating to or arising out of the gross negligence or intentional torts of Trebhershaw.

10. Definitions.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Deed, the LDA and the Plan.

11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

12. Notice.

Any demand, notice or request by any party to any other party shall be sufficiently given if delivered to the party intended to receive the same and receipted therefor or if mailed by registered or certified mail, return receipt

requested, postage prepaid, or delivered by hand, addressed to each party at the following addresses:

if to Trebhershaw:

c/o Winn Development Company
Six Faneuil Hall Marketplace
Boston, MA 02109
Attention: J. Ralph Cole

if to the BRA:

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Director

or at such other address as may be stated in a notice delivered or mailed as herein provided.

13. Severability.

If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, said provision shall not affect any other provision hereof.

14. Consent or Waiver Limited.

No consent or waiver, express or implied, by the BRA to or of any default by Trebhershaw shall be construed as a consent to, or waiver of, any other or subsequent default. No waiver of any default or other indulgence shall be effective unless expressed in writing by the BRA.

15. Titles Not Definitive.

The headings and titles of the paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way affect this Agreement.

16. Remedies for Breaches.

It is understood by the parties hereto that in the event any party shall fail to comply with or shall violate any of the provisions of this Agreement, then any other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses and costs. Neither these remedies nor that class of remedies more particularly described in Paragraph 8 shall be exclusive unless specifically so described.

17. Agreement Binding on Successors and Assigns.

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto and to any subsequent grantees of Parcel 1 or any portion thereof.

18. All Agreements Contained in this Instrument.

The terms and conditions of this Agreement, including any Exhibits or attachments hereto, shall constitute all of the terms and conditions that shall be required by the parties of

one another without reference to any other instrument except as expressly set forth herein.

19. Amendments.

This Agreement may be amended only by a written document, duly executed by the parties hereto.

Executed by the undersigned, duly authorized hereunto, as an instrument under seal as of the day and year first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

TREBHERSHAW LIMITED PARTNERSHIP

By: A.W.D. Corp.,
Managing General Partner

By: _____
Arthur M. Winn, President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY , 199__

On this date the above-named Stephen Coyle, Director of the Boston Redevelopment Authority appeared before me and executed the foregoing Supplementary Land Disposition Agreement on behalf of the said Boston Redevelopment Authority and acknowledged the same to be his free act and the free act and deed of said Authority.

_____
Notary Public
My commission expires:_____

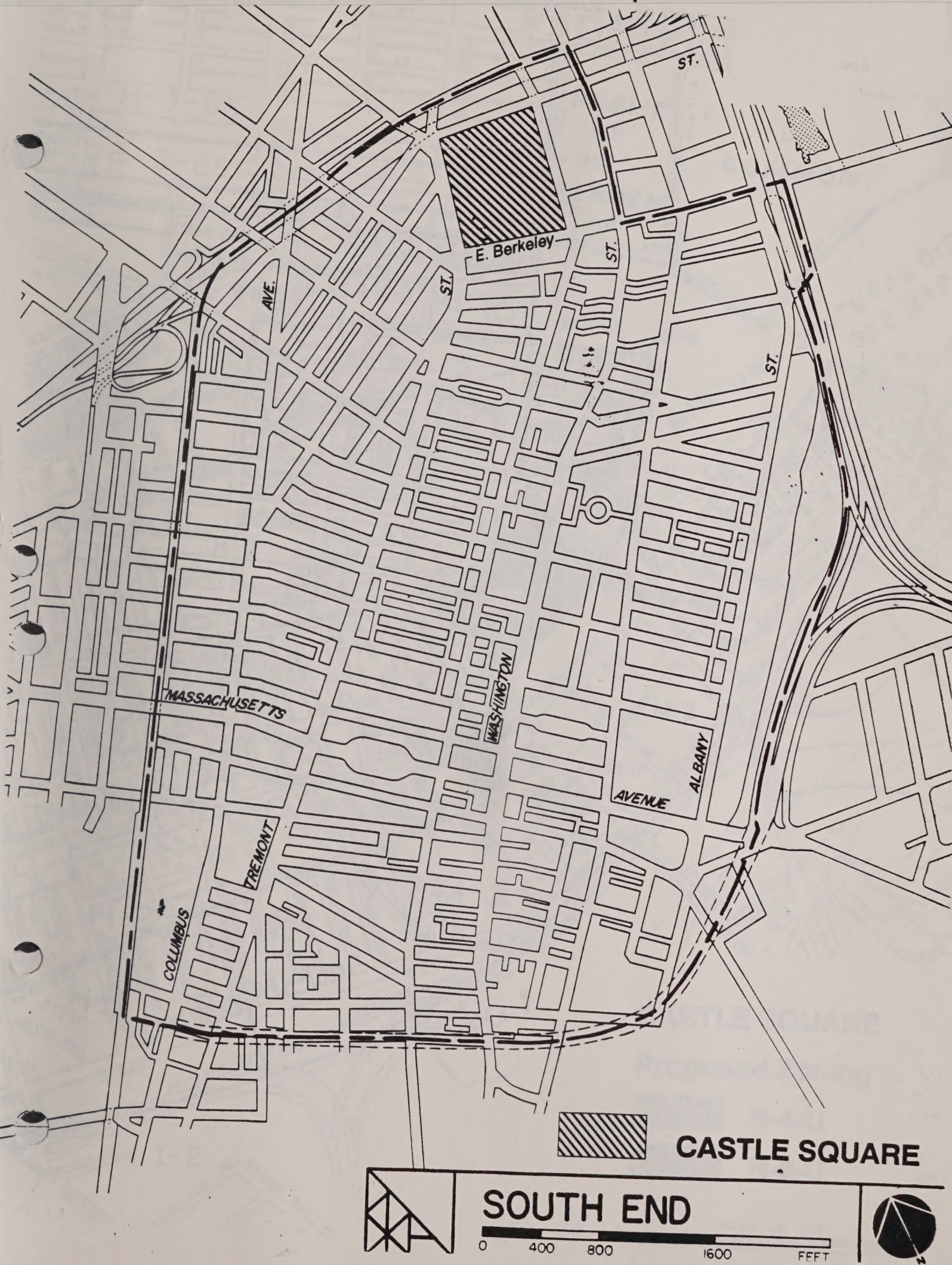
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY , 199__

On this date the above-named Arthur M. Winn, the President of A.W.D. Corp., the corporate general partner of the above-named Trebhershaw Limited Partnership, appeared before me and executed the foregoing Supplementary Land Disposition Agreement and acknowledged the same to be his free act and and deed and the free act and deed of said partnership.

_____
Notary Public
My commission expires:_____

MAPS


ST.
E. Berkeley
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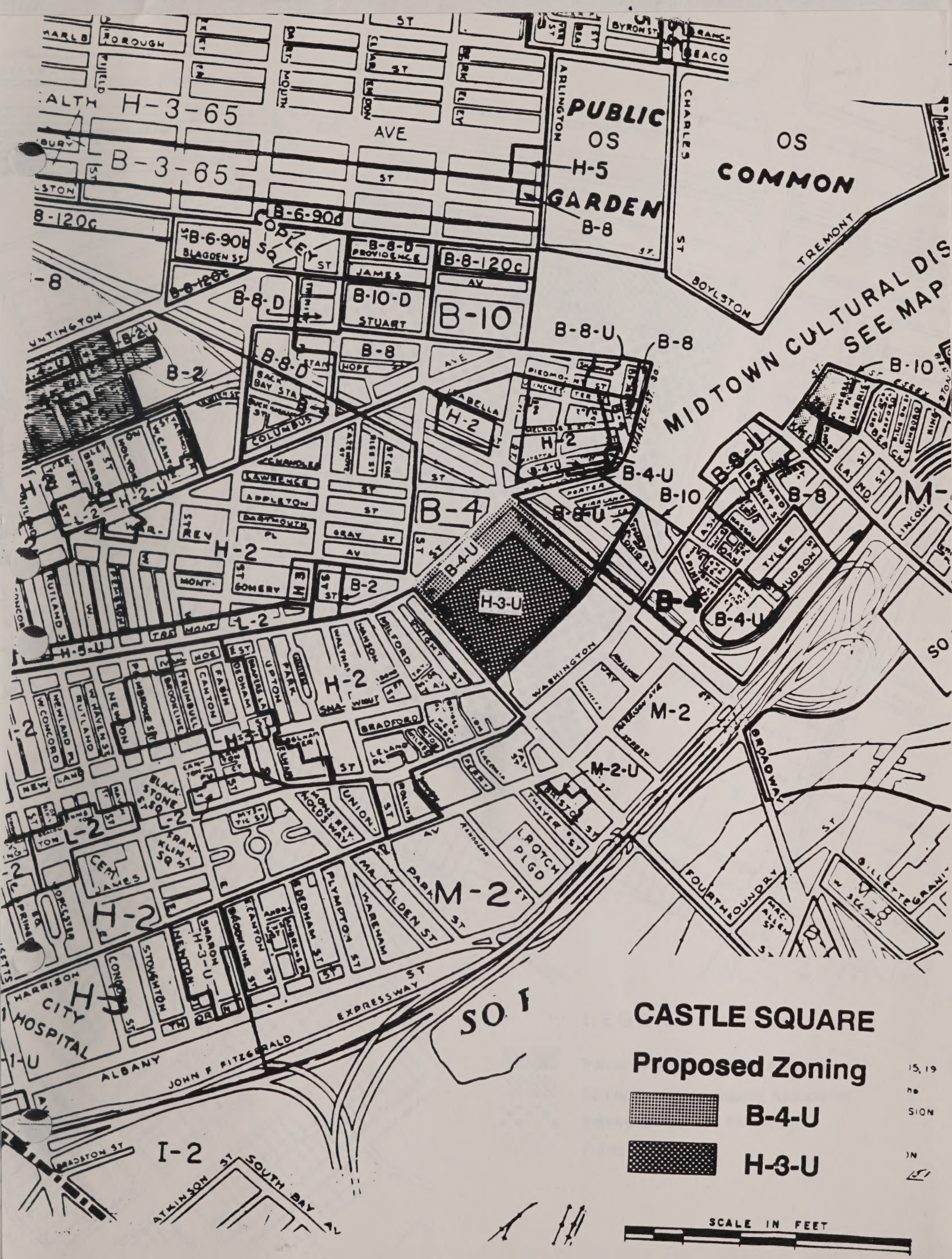
CASTLE SQUARE
Proposed Zoning
B-4-U
H-3-U
SCALE IN FEET
PUBLIC GARDEN
OS COMMON
MIDTOWN CULTURAL DIS
SEE MAP
H-3-65
B-3-65
B-6-90d
B-6-90b
B-8-120c
B-8-D
B-10-D
B-10
B-8-U
B-8
B-4-U
B-4
H-2
H-2-U
H-3-U
M-2
M-2-U
I-2
L-2
B-2
B-2-U
HARRISON CITY HOSPITAL
EXPRESSWAY
JOHN F FITZGERALD
ALBANY
SOUTH BAY
BOYLSTON
TREMONT
BROADWAY
FOURTH
WASHINGTON
HARRISON
UNION
PARK
PLYMPTON
WAREHAM
SHARON
H-3-U
COLUMBUS
APPLETON
LAWRENCE
TYLER
BRADFORD
BOLLMAN
LELAND PL
FRANKLIN SQ ST
BLACKSTONE SQ
COPLEY SQ
STUART
JAMES
PROVIDENCE
BLAGDEN ST
BACK BAY STA
ARLINGTON
CHARLES ST
BYRON ST
BEACON
HOPE
GRAY
MONT
WRIGHT
MILFORD
HARRISON
WALTHAM
UPTON
FABIN
CANTON
BROOKLINE
TRUMBULL
NEWTON
RUTLAND
HEWLAND PL
W CONCORD
ISABELLA
DARTMOUTH
EXETER
CLARENDON
BERKELEY
DARTMOUTH
ARLINGTON
CHARLES ST
BOYLSTON
TREMONT
BROADWAY
FOURTH
WASHINGTON
HARRISON
UNION
PARK
PLYMPTON
WAREHAM
SHARON
H-3-U
COLUMBUS
APPLETON
LAWRENCE
TYLER
BRADFORD
BOLLMAN
LELAND PL
FRANKLIN SQ ST
BLACKSTONE SQ
COPLEY SQ
STUART
JAMES
PROVIDENCE
BLAGDEN ST
BACK BAY STA
ARLINGTON
CHARLES ST
BYRON ST
BEACON
HOPE
GRAY
MONT
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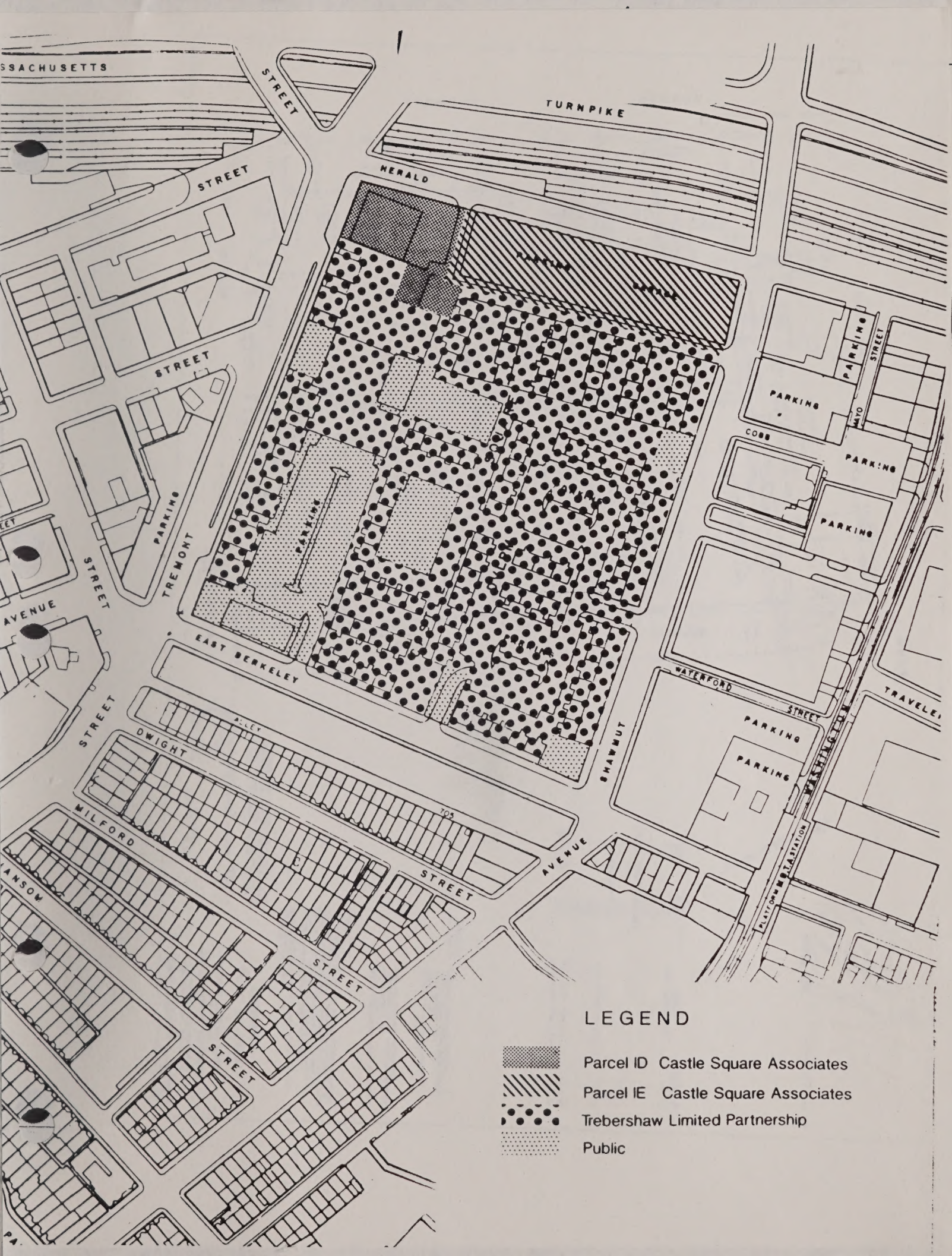
RUTLAND
HEWLAND PL
W CONCORD
ISABELLA
DARTMOUTH
EXETER
CLARENDON
BERKELEY


SSACHUSETTS
STREET
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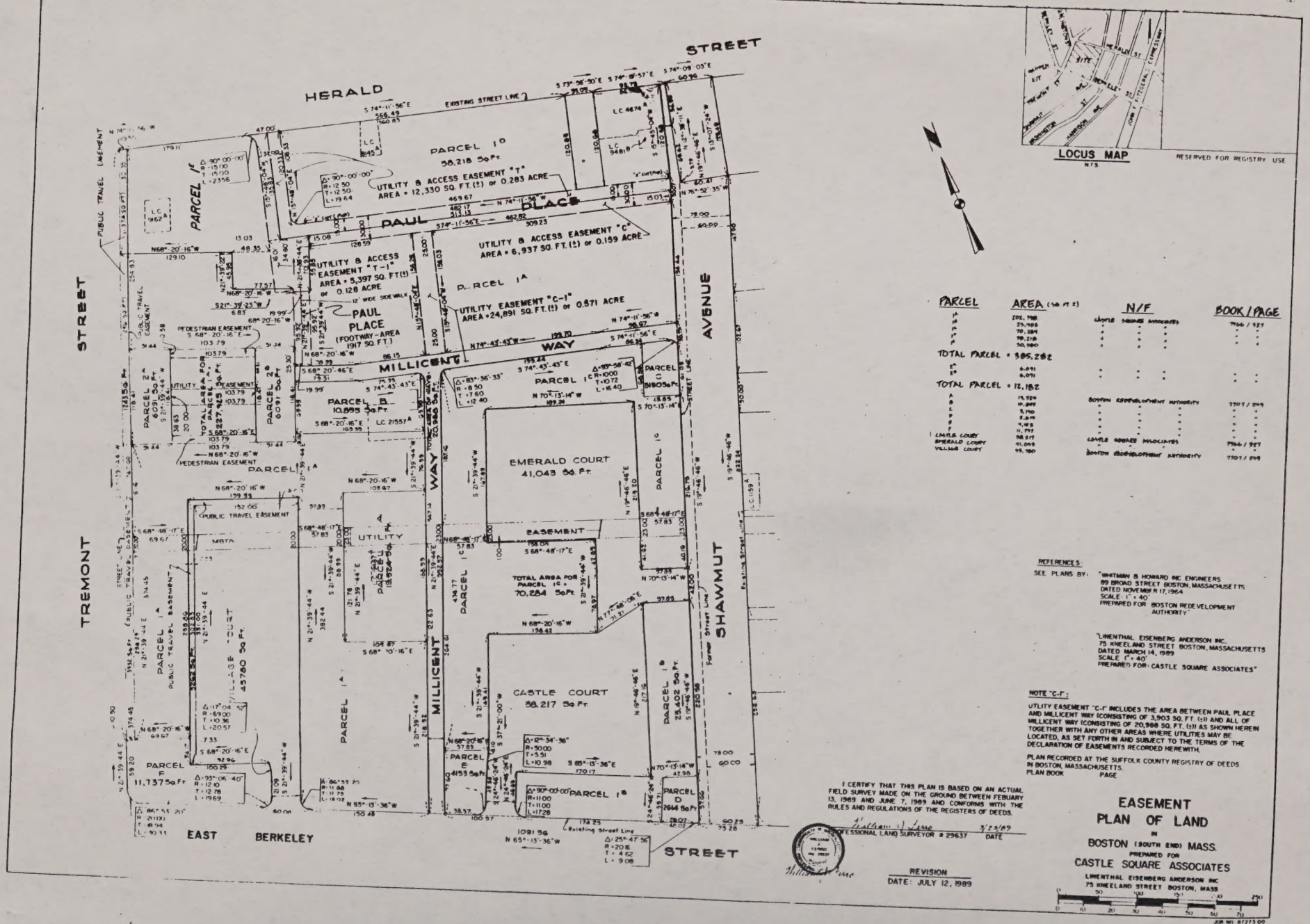
TREMONT
STREET
AVENUE
EAST BERKELEY
STREET
ALLEY
DWIGHT
WATERFORD
STREET
PARKING
PARKING
SHAWMUT
TRAVELE
WILFORD
STREET
AVENUE
STREET
STREET
STREET
LEGEND
Parcel ID Castle Square Associates
Parcel IE Castle Square Associates
Trebershaw Limited Partnership
Public



LOCUS MAP
N.T.S.

RESERVED FOR REGISTRY USE

PARCEL	AREA (sq. ft.)	N/F	BOOK / PAGE
	202,798		
	23,405		
	70,284		
	98,218		
	50,980		
TOTAL PARCEL = 395,282			
	6,091		
	6,091		
TOTAL PARCEL = 12,182			
	19,929	Boston Redevelopment Authority	7707 / 249
	10,895		
	5,390		
	2,678		
	1,403		
	11,737		
LIMITED LOUDY	98,577	Castle Square Associates	7966 / 327
EMERALD COURT	41,043		
VILLAGE COURT	45,760	Boston Redevelopment Authority	7707 / 249

REFERENCES:

SEE PLANS BY: "WHITMAN & HOWARD INC ENGINEERS
89 BROAD STREET BOSTON, MASSACHUSETTS
DATED NOVEMBER 17, 1964
SCALE 1" = 40'
PREPARED FOR BOSTON REDEVELOPMENT AUTHORITY"

"LIMENTHAL EISENBERG ANDERSON INC.
75 KNEELAND STREET BOSTON, MASSACHUSETTS
DATED MARCH 14, 1989
SCALE 1" = 40'
PREPARED FOR: CASTLE SQUARE ASSOCIATES"

NOTE "C-1":

UTILITY EASEMENT "C-1" INCLUDES THE AREA BETWEEN PAUL PLACE AND MILLICENT WAY (CONSISTING OF 3,903 SQ. FT. (±)) AND ALL OF MILLICENT WAY (CONSISTING OF 20,988 SQ. FT. (±)) AS SHOWN HEREIN TOGETHER WITH ANY OTHER AREAS WHERE UTILITIES MAY BE LOCATED, AS SET FORTH IN AND SUBJECT TO THE TERMS OF THE DECLARATION OF EASEMENTS RECORDED HEREWITH.

PLAN RECORDED AT THE SUFFOLK COUNTY REGISTRY OF DEEDS
IN BOSTON, MASSACHUSETTS.
PLAN BOOK
PAGE

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY MADE ON THE GROUND BETWEEN FEBUARY 13, 1989 AND JUNE 7, 1989 AND CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

PROFESSIONAL LAND SURVEYOR # 29637 — DATE 3/29/89

REVISION
DATE: JULY 12, 1989

EASEMENT PLAN OF LAND

IN BOSTON (SOUTH END) MASS.

PREPARED FOR
CASTLE SQUARE ASSOCIATES

LIMENTHAL EISENBERG ANDERSON INC
75 KNEELAND STREET BOSTON, MASS

0 10 20 30 40 50 60 70 80

JOB NO 87273.00